



**CITY OF RIDGECREST
NOTICE TO BIDDERS &
SPECIAL PROVISIONS
FOR
CYCLE 8 SAFE ROUTES TO SCHOOL
IMPROVEMENTS – S. NORMA ST.,
CHURCH AVE., WARNER ST.
SR2SL-5385(039)**

For use in connection with federally funded Local Assistance construction projects administered under the Standard Specifications and Standard Plans of Local Streets and Roads Dated May, 2006 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

CRITICAL DATES AND REQUIREMENTS*

Advertise: October 29, 2012

**Pre-Bid Meeting/
Job Walk:** November 8, 2012 @ 10:30 AM at RIDGECREST City Hall located at 100 W. California Avenue, RIDGECREST, California. Attendance is not mandatory.

Bids Due/Bid Opening: November 19, 2012 @ 3:00 PM at RIDGECREST City Hall

Contractor License Requirement(s): Class A, and/or C-8 and City Business

Project Completion Time: 30 Working days

Proposed Council Action to Award: December 5, 2012 City Council Meeting

**Notice to Proceed/
Pre-Construction Meeting** December 19, 2012 @ 10:30 AM at RIDGECREST City Hall

Construction Start Date: January 7, 2012

Construction End Date: February 21, 2013

**Notice of Completion
Council Action:** March 6, 2013

Mandatory Final Invoice: March 8, 2013



CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

CITY COUNCIL:

Mayor	Ron Carter
Mayor Pro tempore	Chip Holloway
Vice Mayor	Jerry Taylor
Councilmember	Steven Morgan
Councilmember	Jason Patin

STAFF:

Interim City Manager	Dennis Speer
City Engineer	Loren Culp

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CITY OF RIDGECREST
STATE OF CALIFORNIA

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Ridgecrest invites and will receive sealed bids at the office of the City Clerk of the City of Ridgecrest, Owner of the work, located at 100 West California Avenue, Ridgecrest, California 93555, until the hour of **3:00 p.m. on November 19, 2012.**

DESCRIPTION OF WORK: The work to be done consists in general of, but is not limited to saw-cutting and demolition of existing concrete curbs and asphalt roadway, fence relocation, and the installation of minor concrete consisting of new curb, gutter, sidewalk, curb ramp, cross gutter, and drive approach improvements. Also included in the scope of work is minor grading and compaction along with hot mix asphalt for pavement tie-in to the new concrete and a paved path. Time is of the essence for this project, therefore, the successful bidder will be required to submit invoices and other required paperwork within the contract schedule.

SITE OF WORK: The site of the work is located at various locations on S. Norma Street, Warner Street, and Church Avenue in the vicinity of Monroe Middle School in the City of Ridgecrest.

COMPLETION OF WORK: All work must be completed within thirty (30) working days after the commencement date stated in the Notice to Proceed. The funding source dictates a very rigid schedule for project and paperwork completion.

LIQUIDATED DAMAGES: Liquidated damages of **seven hundred and fifty dollars (\$750.00)** per working day, as specified in the Special Conditions, shall be paid by the contractor to the City of Ridgecrest for each working day in excess of the time limit stated above that the project is not complete.

OPENING OF BIDS: The bids will be publicly opened and announced at **3:00 p.m. on November 19, 2012** at the above mentioned office of the City Clerk.

OBTAINING CONTRACT DOCUMENTS: The contract documents are entitled "CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S. NORMA ST., CHURCH AVE., & WARNER ST." All contract documents, plans, and specifications may be obtained at the office of the City Clerk, Ridgecrest City Hall, 100 West California Avenue, Ridgecrest, California 93555. Plans and specifications will be available on **October 29, 2012** at a cost of **seventy five dollars (\$75.00)** per set.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total bid price payable to the City of Ridgecrest as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract.

BIDS TO REMAIN OPEN: The bidder shall guarantee the total bid price for a period of sixty (60) calendar days from the date of bid opening.

CALIFORNIA WAGE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the City Clerk of the City of Ridgecrest. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than said specific rates to all workers employed by them in the execution of the contract. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project PLANS, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

RETAINAGE FROM PAYMENT: No retainage will be held by the City from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor.

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the City Clerk, City of Ridgecrest, and delivered or mailed to Ridgecrest City Hall, 100 West California Avenue, Ridgecrest, California 93555. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S. NORMA ST., CHURCH AVE., & WARNER ST." bid opening at **3:00 p.m. on November 19, 2012**. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the bid.

CONTRACTOR LICENSE CLASSIFICATION: The project will require the prime contractor to be in possession of a valid, appropriate State of California Contractor's License. No bid will be accepted from a contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Bids will only be accepted from contractors holding a General Engineering Class A and/or C-8.

TOUR OF SITE: A tour of the site of the proposed work has been set for **10:30 a.m. on November 8, 2012**. The tour will start at City Hall, 100 West California Avenue, Ridgecrest, California. It is required that the contractor field reviews the site prior to bidding.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the City Engineer – Loren Culp. 760-499-5082.

OWNER'S RIGHTS RESERVED: The City of Ridgecrest reserves the right to reject any and all bids, to waive any informality in a bid and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the owner.

BY: _____ Dated:
Rachel Ford, City Clerk

INFORMATION FOR BIDDERS

1. General

The work hereunder must be done in strict conformity with the plans and specifications adopted and approved by the City of Ridgecrest.

2. Contract Documents

(a) The contract documents shall consist of the following:

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Agreement for Investment Funds {Contractor Option}
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Construction Specifications
- Project Plans
- Standard Plans
- Addenda Issued Prior to Bid Opening
- Certificate(s) of Insurance
- Workman's Compensation Certificate

(b) All terms and conditions contained in the contract documents shall become a part of the contract. The City Council of the City of Ridgecrest reserves the right to reject any and all bids and to waive any and all irregularities in any bids. No bidder may withdraw his bid until the City has made a final award to the successful bidder or has rejected all bids.

3. License

No bid will be valid from a contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California and pursuant to Section 7028.15 the contractor must state, under penalty of perjury, the contractor's license number, and the license's expiration date. Any bid not containing this information shall be considered nonresponsive and shall be rejected. The contractor and any subcontractors shall obtain a current City of Ridgecrest Business License prior to the start of work.

4. Bids

Bids shall be made upon the "Bid Form" furnished by the City. All bids shall be properly executed with all items filled in; numbers shall be stated both in writing and in figures; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the initials of the person signing the bid. In the event words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention and the totals shall be corrected to conform thereto.

Persons bidding shall submit bids on all of the schedules set forth in the bid form. Bids shall not contain any recapitulation of the work to be done. Alternative bids will not be considered except as called for. No oral, telegraphic, or telephonic bids or modifications will be considered.

Bids shall be accompanied by a cashier's or certified check or bid bond in an amount not less than ten percent (10%) of the bid, made payable to or for the benefit of (as the case may be) the City of Ridgecrest. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and in case of refusal or failure to furnish to the City the required contract bonds and proof of insurance coverage within fifteen (15) calendar days after written "Notice of Award" by the City or in the case of refusal or failure by the bidder to execute the contract after he has received notice from the City that the contract is ready for signature, the check and the money represented by said check or the bid bond shall be forfeited to the City.

Before submitting a bid, bidders shall carefully examine all contract documents, shall visit the site of the work, shall fully inform themselves as to all the existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract. No allowance will be made because of a lack of such examination or knowledge. Bids shall be sealed in an envelope marked "CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S. NORMA ST., CHURCH AVE., & WARNER ST." addressed to the City Clerk, City of Ridgecrest, be delivered thereto on or before **3:00 p.m. on November 19, 2012**, and shall bear the name of the bidder. It is the SOLE responsibility of the bidder to

see that his bid is delivered and received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

The City shall have a period of sixty (60) days, after the opening of bids, within which to accept or reject the bids. If the successful bidder executes and delivers the necessary contract documents to the City, then the City will return to each bidder all checks and bonds received by the City within ten (10) days after the execution of the contract and presentation of required certificates and bonds. If no bid is accepted within said period, then the City will return to each bidder all checks and bonds received by the City within ten (10) days after being requested to do so by the bidder.

5. *Agreement and Bonds*

The form of the contract, which the successful bidder as contractor will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement, bonds, and other documents to be executed by the contractor shall be executed in original triplicates, stamped according to law, one of which original triplicate shall be filed with the City, and the others with the City's Attorney and the City's Engineer. The successful bidder, simultaneously with the execution of the agreement, will be required to furnish and maintain a payment bond in an amount equal to one hundred percent (100%) of the contract as security for the payment of all persons performing labor and furnishing material for the project, and a separate faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a surety company satisfactory to the City as an approved and financially sound surety company, authorized to transact business in this state.

Said bonds shall meet all of the requirements and contain all of the conditions required by Sections 3247 and 3248 inclusive of the Civil Code, and other applicable provisions of the law and/or regulations of the State of California.

Failure to execute the contract and file acceptable bonds and proof of insurance coverage as provided therein within the time set forth herein shall be just cause for the annulment of the award and forfeiture of the bid guarantee.

6. *Addenda or Bulletins*

Any addenda or bulletins issued before the time in which to submit bids expires, or forming a part of the contract documents furnished to the bidder for preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

7. *Withdrawal of Bid*

Any bidder may withdraw his bid either personally or by a signed written request any time prior to the scheduled time for opening of the bids, but not after.

8. *Award or Rejection of Bids*

The contract will be awarded to the lowest responsible bidder complying with these instructions and with the Notice Inviting Sealed Bids. The City reserves the right to reject any and all bids or to waive any informality or irregularity in bids received. If in the judgment of the City a bid is unbalanced, or if the bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid. The City may also reject a bid if there is a history or knowledge of materials from the supplier not meeting specifications or if the contractor has a history of poor workmanship.

9. *Bidders Interested in More than One (1) Bid*

No person, firm, or corporation shall make, file, or be interested in more than one (1) bid for the same work unless alternative bids are called for. A person, firm, or corporation submitting a subbid to a bidder or who has quoted prices on material to a bidder is not thereby disqualified from submitting a subbid or quoting prices to other bidders.

10. *Other Requirements*

Before entering into a contract, the bidder to whom the contract has been awarded shall furnish satisfactory evidence that he has secured for the period of the contract full Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as specified in the General Conditions from a responsible insurance company approved by the City and authorized to do business in California, and such insurance shall be maintained in full force and effect at his own expense during the life of the contract and shall name the City, its officers, and employees as additional insureds under the policies.

As part of the bid the bidder shall furnish a recent statement of his financial condition and previous construction experience or such other evidence of his qualifications.

11. *Engineer's Estimate*

The preliminary estimate of quantities of work to be done and materials to be furnished are approximately as shown in the contract documents and are given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work that may be deemed necessary or expedient by its Engineer or by the City. The bidder shall not at any time after the submission of his bids have any claim for damages as a result of lowering of

anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

The contractor is cautioned against unbalancing his bid by including more than the pro-rata share of his overhead and profit in any item. Each bid item should be priced to carry its share of the cost, overhead, and profit.

12. *Tour of Site*

A tour of the site of the proposed work has been set for **November 8, 2012 @ 10:30 AM**. The tour will start at City Hall, 100 West California Avenue, Ridgecrest, California. It is required that the contractor field reviews the site prior to bidding.

13. *Prevailing Wage*

The general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed have been determined. A copy of such determination is on file in the office of the City Clerk in the City of Ridgecrest and are available to any interested person on request.

It shall be mandatory on the contractor to whom the contract is awarded and upon any subcontractors under him to pay not less than the specified rate to all workers employed in the execution of the contract. Contractor will post one copy of the prevailing rates of wages at the job site.

15. *Substitutions of Securities for Withheld Contract Funds*

Pursuant to Chapter 13 (commencing with Section 45901, Division 5, Title 1 of the Government Code of the State of California), contractor may, at his sole cost and expense, substitute securities for any monies which would otherwise be withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a state or federally chartered bank as escrow agent who shall pay such monies to the contractor upon satisfactory completion of the contract.

The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code 16430 or Bank/Savings and Loan Certificates of Deposit. In order to substitute securities, the contractor shall enter into an agreement with the City entitled "Agreement Concerning Investment of Funds" as attached to the contract.

Ridgecrest, California 93555

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

BIDDER'S REFERENCE

The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the bid extends over a period of _____ years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him except as follows (name any and all exceptions and reasons therefore):

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts):

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>

SUBMIT WITH BID

Following is a list of plants and equipment owned by the bidder, which are definitely available for use of the proposed work as required (submit additional sheets as necessary):

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CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company

Name of Surety Company

Signature of Bidder

Title

Contractor's License Number - State of California

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 inclusive, of the Government Code of the State of California and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (.5%) of the contractor's total bid; and (b) the portion of the work which will be done by each subcontractor.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (.5%) of the contractor's total bid, he agrees to perform that portion himself.

The contractor shall not, without the consent of the City, either (a) substitute any person as subcontractor in place of the subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor cited in the bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the contractor's total bid as to which his original bid did not designate a subcontractor.

The City may consent to a substitution of another person as a subcontractor, when the subcontractor named in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract when said contract, based upon the general terms, conditions, plans, and specifications for the project involved, or the terms of such subcontractor's written bid, is presented to him by the contractor.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (.5%) of the contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

If the contractor violates any of the provisions of said Sections 4100-4108 inclusive, of said Government Code, or any amendments thereof, he violates his contract and the City may cancel the contract. After any such violation, the contractor shall be penalized to the extent of twenty percent

SUBMIT WITH BID

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

***NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID***

State of California)
) ss.
County of Kern)

The undersigned declares under penalty of perjury as follows:

1. I am employed by _____ of _____ the party making the foregoing bid as _____.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

3. The bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.

5. All statements contained in the bid are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SUBMIT WITH BID

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month, and year first above written

CONTRACTOR

By

Title

CITY OF RIDGECREST

By

Title

APPROVED AS TO FORM:

LEMIEUX & O'NEILL

By

ATTEST:

By

SUBMIT WITH BID

BID FORM

BID TO THE CITY OF RIDGECREST FOR

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

Name of Bidder

Business Address

Mailing Address

Phone Number _____ Place of Residence

TO THE CITY COUNCIL OF THE CITY OF RIDGECREST:

Pursuant to and in compliance with your Notice Inviting Sealed Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of Cycle 8 Safe Routes to School Improvements – SR2SL-5385(039), all in strict conformity with the plans and specifications and other contract documents, including Addenda No's. ____, ____, ____, and ____, on file in the office of the Public Works Director of the City of Ridgecrest for the contract unit prices hereinafter set forth. The following documents are attached hereto and made a part of this bid:

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Construction Specifications
- Plans

SUBMIT WITH BID

The undersigned as bidder declares that the only persons or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any person, firm, or corporation, and he proposes and agrees if this bid is accepted that he will execute a contract with the City of Ridgecrest substantially in the form of the contract set forth in the contract documents, that he will accept in full payment thereof for the following lump sum cost and unit prices, to wit:

SUBMIT WITH BID

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S. NORMA ST.,
CHURCH AVE., AND WARNER ST.**

SCHEDULE OF BID ITEMS

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Mobilization / Demobilization	L.S.	1		
2	Sawcut, Cold-Plane / Demolish, & Remove Asphalt Concrete	S.F.	1220		
3	Sawcut, Demolish, & Remove Concrete Curb, Gutter, and Curb Apron	L.F.	542		
4	Sawcut, Demolish, & Remove Concrete Sidewalk / Drive Approach	S.F.	3312		
5	Slurry Seal Type III	S.F.	10911		
6	Vegetation Removal / Relocation; Site Grading & Compaction; Cut/Fill and Haul Excess Material	L.S.	1		
7	Type B Hot Mix Asphalt Concrete	TON	0		
8	Install Curb & Gutter / Concrete Tie-In	L.F.	613		
9	Remove Existing / Install 8" Thick Concrete Curb Apron & Cross Gutter	S.F.	1264		
10	Class II Aggregate Base Compacted 95%	TON	40		
11	Install Curb Ramp A	EA.	4		
12	Install Curb Ramp B	EA.	10		
13	Install Curb Ramp C	EA.	12		
14	Install Sidewalk per Plans	S.F.	6104		
15	Install Drive Approach / Driveway / Walk-Around	S.F.	1251		
15	Wooden Fence Relocation	L.S.	1		
16	Chain Link Fence Relocation	L.F.	135		
17	- Install Handrail Behind Sidewalk	L.F.	14		
18	Relocate (E) Street Sign Per Plans on Square Post	EA.	7		
19	Remove / Install Street Markings / Striping per Plans	L.S.	1		
20	Traffic Control / Construction Area Signs	L.S.	1		
21	Construction Survey / Staking / Record Drawings	L.S.	1		
22	Prompt Submittal of Invoicing and Other Required Paperwork	L.S.	1		

BID TOTAL \$ _____

SUBMIT WITH BID

Bids shall include all taxes, permits, licenses, fees, shipping, and installation costs

Selection of Bidder

Selection of bidder shall be based on the lowest responsible and responsive bid for the combined total. The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item or street from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

SIGNATURE: _____

PRINT NAME/TITLE: _____

INDEX: LF = Linear Feet LS = Lump Sum EA = Each SF = Square Foot CY = Cubic Yard

COMPANY NAME _____ AUTHORIZED SIGNATURE _____

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

ACCOMPANYING THIS BID IS _____ (insert the words "cash", "bid bond", or "certified check", as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid, payable to the City of Ridgecrest.

The undersigned deposits the above-named security as a bid guarantee and agrees that it shall be forfeited to the City of Ridgecrest as liquidated damages in case this bid is accepted by the City and the undersigned fails to contract as aforesaid; and to give the two (2) bonds in the form set forth in the contract documents of the City in the sums to be determined as aforesaid, with surety and all insurance satisfactory to the City as required in the specifications, within fifteen (15) days including Sundays after the date of mailing of the acceptance, otherwise said security shall be returned to the undersigned per Information for Bidders (4) Bids.

The bidder agrees that he will not withdraw his bid after bids have been opened.

Contingent only upon award of contract by the City of Ridgecrest, the undersigned irrevocably binds himself and agrees to execute a contract for work awarded as provided for herein on the form of agreement made a part hereof, and to furnish surety bonds as required in these specifications in the form entitled "Performance Bond" and "Payment Bond", both attached hereto.

The names of all persons interested in the foregoing bids as principals are as follows: (IMPORTANT NOTICE - IF BIDDER OR OTHER INTERESTED PERSON IS A CORPORATION, STATE LEGAL NAME OF CORPORATION, ALSO NAMES OF THE PRESIDENT, SECRETARY, TREASURER, AND MANAGER THEREOF; IF A CO-PARTNERSHIP, STATE TRUE NAME OF FIRM, ALSO NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING FIRM; IF BIDDER OR OTHER PERSON IS AN INDIVIDUAL, STATE FIRST AND LAST NAMES IN FULL.)

The undersigned declares under penalty of perjury that he is licensed in accordance with the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California, License No. _____, expires on _____.

BIDDER

Name

Address

Authorized Signature

Dated:

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if the bidder is an individual, his signature shall be placed above; if a special partnership, the names of the general partners and special partners.

Note: It is required that the contractor field review the site prior to bidding.

The undersigned has completed a field review of the site of the work to be performed.

SIGNATURE

DATE

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and

_____ as Surety, are held and firmly

bound unto the City of Ridgecrest, hereinafter called "City", in the sum of:

_____ dollars (\$_____),

(not less than ten percent (10%) of the total amount of the bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the City's specifications entitled "Cycle 8 Safe Routes to School Improvements – SR2SL – 5385(039)".

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Information for Bidders" bound with said specifications, enters into a written contract on the form of agreement bound with said specifications, and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event that suit is brought upon this bond by said City and judgment is recovered,

SUBMIT WITH BID

said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the Court.

Date

PRINCIPAL

By
Title

SURETY

By
Title

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SUBMIT WITH BID

**CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S.
NORMA ST., CHURCH AVE., AND WARNER ST.**

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be self-insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this contract.

BIDDER

Name

Address

Authorized Signature

Dated:

Note: If contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnerships; and if the corporation is an individual, the signature shall be typed above; if a special partnership, the names of the general partners and special partners shall be shown.

SUBMIT WITH BID

SAMPLE AGREEMENT

CYCLE 8 SAFE ROUTES TO SCHOOL IMPROVEMENTS – S. NORMA ST., CHURCH AVE., AND WARNER ST.

As of _____, 2012, the City of Ridgecrest, herein "City," and _____, herein "Contractor," agree as follows:

Section 1. Scope of Work.

Contractor will furnish labor, equipment and materials and will perform work for the construction of the facilities described in the plans and specifications.

Section 2. Consideration.

Agency shall pay Contractor the sum set forth in Contractor's bid for the performance of the work.

Section 3. Payments.

(a) Monthly progress payments shall be as follows:

(1) On or about the 25th day of the each month, Contractor shall submit to Agency an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that Date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.

(2) The Agency shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven (7) days after receipt, accompanied by a written description of the reasons why the request is not proper.

(3) Agency shall pay Contractor 100% of the invoice amount reduced by: amounts due to Agency for equipment, services or materials furnished by Agency; amounts of claims or liens by the Agency or others; and amounts required to be deducted by federal, state or local governmental authorities.

(4) If the Agency fails to make progress payments within 35 days after receipt of an undisputed and properly submitted invoice, the Agency shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.10(a) from seven (7) days after receipt of the invoice by the Agency until paid.

(5) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude Agency from demanding and recovering damages for failure to fully perform.

(b) On satisfactory completion of the work, Agency shall pay Contractor 100% of the value of the actual work, less prior monthly progress payments.

(c) Within 30 days after recordation of a notice of completion, the undisputed amounts withheld by the Agency shall be released. "Completion" occurs on the acceptance by the governing body of the Agency, or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the Agency or third parties, if the Contractor deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

Section 4. Contract Documents.

The complete Contract includes the Contract documents set forth herein, to wit: the Notice Inviting Sealed Proposals, Information for Bidders, Proposal or Bid Form, Non-Collusion Declaration, this Agreement, Certificate of Insurance, Workers' Compensation Certificate, Plans and Specifications, Addenda issued prior to Bid Opening, and Contractors' and Subcontractors' Licenses.

Section 5. Compliance with Provisions of Law.

- (a) This Agency is subject to laws relating to public agencies which are part of this Agreement as though fully set forth herein.
- (b) Contractor shall comply with laws relating to the work.

Section 6. Attorney Fees.

The court shall award reasonable costs and expenses, including attorney fees, to the prevailing party in an action or proceeding to enforce this Agreement.

Section 7. Notices.

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or facsimile transmission to:

Agency: City of Ridgecrest
 P.O. Box 5127
 Ridgecrest, CA 93388-5127

Contractor: *[Name of Contractor]*
[Attention: [name]]
[Address of Contractor]
[City, State & Zip]
[Telephone Number for Contractor]

Section 8. Conflict with Plans and Specifications.

Conflict between the plans and specifications and this Agreement shall be brought to the attention of the Agency, which shall resolve such conflict.

Section 9. Assignment.

- (a) Contractor shall not assign this Agreement or payments under this Agreement.
- (b) Contractor and each subcontractor hereby assigns to the Agency, right, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials for this Agreement or the subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the Agency tenders final payment to the Contractor.

Section 10. Section Headings.

Section headings are for the convenience of the parties and shall not affect the interpretation of this Agreement.

Section 11. Authority of Agency Representative.

Agency's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications, and the fulfillment of the contract by the Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

Section 12. Prevailing Wages.

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the Agency the sum of \$50.00 for each calendar day, or portion thereof, and for each worker paid less than the prevailing rates under the contract or subcontract.

Section 13. Travel and Subsistence Payments.

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification, or type of work.

Section 14. Hours of Work.

(a) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours. Workers may work between the hours of 7am and 7pm, Monday through Thursday, and may only work minor tasks on Friday.

(b) Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker.

(c) As a penalty for failure to pay overtime when required, the Contractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

Section 15. Apprentices.

Contractor shall comply with the Labor Code concerning the employment of apprentices.

Section 16. Subcontractors.

Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

Section 17. Discrimination.

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

Section 18. Safety.

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R., and by the California Division of Industrial Safety.

Section 19. Character of Workers.

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

Section 20. Compliance with Immigration Reform and Control Act. (IRCA)

Contractor acknowledges that Contractor, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

INSURANCE, INDEMNIFICATION AND BONDS

Section 21. Insurance.

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the Agency from claims: (i) arising from Contractor's operations under the Contract by the Contractor, a subcontractor, or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefit acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or

persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person, or property damage arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. Agency, its officers, agents and employees shall be named as additional insureds.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the Agency and copies of the policy shall be filed with the Agency prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the Agency, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the Agency.

Section 22. Indemnification.

(a) Contractor shall indemnify and save the Agency, the County of Kern, their board members, officials, officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorney fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this Agreement. Contractor's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

(b) In addition to the foregoing, Contractor shall pay Agency costs, including attorney fees, incurred by the Agency in handling, responding to, or litigating stop notice claims, or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

Section 23. Payment Bond.

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the Agency for its approval and acceptance. The payment bond shall be in the sum of 100 percent of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto.

The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The payment bond shall be separate and distinct from any other bond required by this Agreement.

Section 24. Performance Bond.

(a) Before beginning the performance of the work, Contractor shall file a performance bond with the Agency for its approval and acceptance. The performance bond shall be in the sum of 100 percent of the contract price. The bond shall be payable by surety or sureties to Agency if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this Agreement.

PERFORMANCE

Section 25. Time for Completion.

(a) All work under this Agreement shall be completed within 30 working days after the date of the Notice to Proceed (hereafter "Completion Date").

(b) The Agency expects the project to be completed on or before the Completion Date. If the work is not done by the Completion Date, the Agency will suffer damage and will incur substantial additional costs. Some of these damages and costs are and will be impractical and infeasible to determine, and some will be ascertainable. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the Government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's liquidated damages or other damages or costs resulting from the failure to complete the work by the Completion Date. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, the Contractor and the Contractor's Surety shall be liable for payment to the Agency of **both** of the following:

(1) Fixed and liquidated damages, which are not a penalty, equal to \$750.00 for each working day of delay beyond the Completion Date; and

(2) Ascertainable costs and damages incurred by the Agency resulting from the failure to complete the work by the Completion Date, including, but not limited to, supervision, engineering, inspection, incidental, and overhead expenses directly related to this Agreement.

(c) Within ten (10) days from the beginning of the event or reason which will prevent the work under this Agreement from being completed by the Completion Date, the Contractor shall notify the Agency in writing of the cause of delay and shall request an extension of the Completion Date.

(d) Upon receipt from the Contractor of a request for extension of the Completion Date,

the Agency shall ascertain the facts and extent of the delay. The Agency may extend the Completion Date if the Agency determines, in its sole judgment, the findings justify an extension and such extension is in the best interest of the Agency. Such an extension will increase the Agency's financial obligations and costs insured for supervision, engineering, inspection, incidental, and overhead expenses directly related to the Contract and which accrue as a result of the extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's damages or costs resulting from such extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, then the Contractor and its Surety shall be liable for and shall reimburse Agency for such costs before the final payment.

(e) The Agency may deduct the liquidated damages, and any additional costs and damages for which the Contractor is liable under this Section, from progress payments or from the final payment. The payment of progress payments before and after the Completion Date shall not constitute a waiver of liquidated damages or of additional damages or costs for which the Contractor is liable under this Section. Release of any Bonds shall be contingent upon payment of these amounts.

Section 26. Acts of God.

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding 5% of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

Section 27. Utility Relocation.

(a) As between the parties, Agency is responsible for the timely removal, relocation or protection of existing main or trunk line underground utility facilities located on the job site, if such utilities are not identified by the Agency in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damage for delay in completion of the project, when the delay is caused by the failure of the Agency or the owner of the utility to remove or relocate the facilities.

(b) The Agency is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the Agency and utility in writing if the Contractor discovers utility facilities not identified by the Agency in the contract plans or specifications.

(d) Contractor is required to coordinate and schedule with utility companies for adjustment of valves, vaults, surface appurtenances, etc.

Section 28. Public Convenience.

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work, promptly remove signs and warning devices.

(e) At least forty-eight (48) hours in advance of closing or partial closing or reopening of any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

Section 29. Excavations.

(a) Contractor shall submit for Agency approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five (5) feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) If the work involves digging trenches or excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the Agency in writing of any: (1) material the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; or (3) unknown physical conditions at the work site of unusual nature, different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the Contract. This Agency shall promptly investigate the conditions. If the Agency finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost or the time required for performance, the Agency shall issue a change order. If a dispute arises whether the Agency's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution disputes and protests between the parties.

(c) Contractor shall comply with underground service alert regulations.

Section 30. Extra Work.

(a) The Agency may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this Agreement. No extra work shall be performed or change made except in pursuance of a written order from the Agency stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No call for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Agency, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the Contractor;

(2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Agency and the Contractor; or

(3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the Agency orders extra work and there is an agreement between the Agency and the Contractor to perform the work, the Agency may approve the method used by the Contractor to accomplish the work. At the request of the Agency, the method to be used shall be memorialized in writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive, unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

Section 31. Clean-Up.

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

Section 32. Materials.

(a) Unless otherwise specified, shown, or permitted by the Agency, materials and equipment incorporated in the work shall be new and current manufacture. The Agency may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by Agency's authorized agents at Agency's expense. If such inspection and testing reveals non-compliance with the requirements of this Agreement, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting, construction management, and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the Contract. Even though equipment, materials, or work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

Section 33 Permits and Licenses.

- (a) Contractor shall apply for and procure permits and licenses necessary for the work.
- (b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- (c) Contractor shall pay charges and fees in connection with permits and licenses.

Section 34. Land and Rights-of-Way.

- (a) Agency shall provide land and rights-of-way where the work is constructed.
- (b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide Agency with copies of the agreements.
- (c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Agency or unavoidable to accommodate the work.

Section 35. Plans and Working Drawings Submitted by Agency.

- (a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.
- (b) The Agency will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the Agency's representative at the site of the work.
- (c) The plans for the work show conditions supposed or believed by the Engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The Agency, its officers, agents and employees shall not be liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

Section 36. Shop Drawings Submitted by Contractor.

- (a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.
- (b) The Contractor shall review, stamp with approval, and submit for review by the Agency's representative shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Agency's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the

name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.

(c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

(d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.

(e) Within ten calendar days after receipt of the drawings, the Agency will return two prints of the drawings to the Contractor with comments. If noted by the Agency, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the Agency's representatives on previous submittals.

(f) The review by the Agency's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

(g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Agency's representative and returned to the Contractor with a notation indicating re-submittal is not required.

Section 37. Supervision by the Contractor.

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate.) The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the Agency's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

Section 38. Inspection.

(a) The Agency's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the Agency's representative so proper inspection may be provided. Work done in the absence of the Agency's representative is subject to rejection.

(c) No materials shall be installed until approved by the Agency's representative. Installations to be backfilled shall be inspected and approved by the Agency's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the Agency's

representative so proper inspection may be provided.

(d) If the Agency's representative is required to conduct inspections of Contractor's work between the hours of 5 p.m. and 8 a.m., or is required to conduct inspections on Saturdays, Sundays or holidays, then the Agency will incur additional costs for inspection. If the Agency's representative is required to conduct inspections between the hours of 5 p.m. and 8 a.m., or inspections on Saturdays, Sundays or holidays due to the actions or conduct of Contractor, and if the actions or conduct of Contractor are not otherwise authorized or addressed in the specifications or in a change order, the Contractor shall be liable for the Agency's additional inspection costs. The Agency may deduct these additional inspection, construction management, and materials testing costs from progress payments or from the final payment.

Section 39. Removal of Defective and Unauthorized Work.

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the Agency's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the Agency's representative under this section, the Agency's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due to the Contractor.

(c) The Contractor shall be liable for the Agency's additional inspection, construction management, and material testing costs. The Agency may deduct these additional inspection, construction management, and materials testing costs from progress payments or from the final payment.

Section 40. Errors or Discrepancies Noted By Contractor.

(a) If the Contractor finds discrepancy between the specifications and the drawings and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the Agency in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Agency in writing of such conflict.

(b) On receipt of any such notice, the Agency shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

Section 41. Equipment.

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete

equipment shall be used and, in no case shall the maker's rating of capacity for equipment be exceeded.

Section 42. Storage of Materials.

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials, or from any other cause. The Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

Section 43. Guarantees.

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the Agency and shall repair and replace such work, together with other displaced work, without expense to the Agency, ordinary wear and tear, usual abuse or neglect excepted. Agency may have the defects repaired and made good at the expense of the Contractor if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

Section 44. Risk of Loss Prior to Final Acceptance.

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

Section 45. Termination: Contractor at Fault.

(a) The Agency may declare the Contractor in default should the Contractor fail to meet the requirements of the Contract, or be placed in bankruptcy, or should a Receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Agency will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plans, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five (5) calendar days after receipt of such written notice, the Agency may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

- (1) assist the Agency in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
- (2) assign to the Agency subcontracts, supply contracts and equipment rental agreements, all as designed by the Agency; and
- (3) remove from the site, all construction materials, equipment and plans listed in said inventory other than such construction materials, equipment and plans which are designated

in writing by the Agency to be used by the Agency in completing such work.

(b) The Agency may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plans, tools, equipment, supplies and property furnished by the Contractor which is designated by the Agency in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the Agency out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the Contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the Agency, the Contractor promptly pays to the Agency, the amount of such excess. The Agency shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the Agency's sole judgment will best accomplish such completion.

Section 46. Termination: Contractor Not At Fault.

Agency may terminate the Contract upon ten (10) days' written notice to the Contractor, if Agency finds reasons beyond the control of the parties make it impossible or against the Agency's interest to complete the work. In such a case, the Contractor shall have no claims against the Agency, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the Agency in accordance with the procedure prescribed for the making of a final estimate and payment.

Section 47. Resolution of Certain Claims.

(a) Notwithstanding the foregoing, a demand of \$375,000 or less by the Contractor for a time extension, payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract, or payment of an amount which is disputed by the Agency, shall be processed in accordance with Public Contracts Code, Sections 20104 *et seq.*, relating to informal conferences, non-binding judicially supervised mediation, and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the Contract.

(c) Within thirty (30) days of the receipt of the claim, the Agency may request additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

(d) Unless further documentation is requested, the Agency shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Agency shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is

less than \$50,000. If the claim is moiré than \$50,000, but less than \$375,000, and further documentation is requested by the Agency, the Agency shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the Agency’s response, or the Agency fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Agency within fifteen (15) days after the deadline of the Agency to respond or within fifteen (15) days of the Agency’s response, whichever occurs first. The Agency shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

Section 48. Workmanship.

(a) A product that does not reflect a workmanlike quality shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the Agency’s representative under this section, the Agency’s representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due to the Contractor.

(c) The Contractor shall be liable for the Agency’s additional inspection, construction management, and material testing costs. The Agency may deduct these additional inspection, construction management, and materials testing costs from progress payments or from the final payment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it be executed as of the day, month and year first above written.

Agency: City of Ridgecrest

Contractor: _____

By: _____
City Manager

By: _____
Authorized Representative of Contractor

Attest: _____
City Clerk

[Print or Type Name & Title]

Seal if Corporation:

Approved: _____
Attorney for Owner

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of City of Ridgecrest (herein “Agency”), on _____, 2012, awarded to _____ (herein the “Principal”), a

contract for **Cycle 8 Safe Routes to School Improvements – S. Norma St., Church Ave., and Warner St.**

WHEREAS, Principal is required to furnish a bond in connection with contract so if Principal or its subcontractors shall fail to pay for materials or supplies, for the performance of the work, or for labor done thereon, or for amounts due under the Unemployment Insurance Act, the Surety on the bond will pay the same.

NOW, THEREFORE, the Principal and _____, (herein "Surety"), are held and firmly bound unto the Agency in the penal sum of [_____ (\$_____)] dollars, lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH if Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for work or labor thereon of any kind, or fail to pay the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and other laws of the State of California and rules and regulations of its agencies, then Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorney fees as shall be fixed by the court, pursuant to Section 3181 of the California Civil Code.

This bond shall inure to the benefit of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, such reasonable attorney fees as shall be fixed by the court, pursuant to Section 3181 of the California Civil Code.

No change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall affect Surety's obligation on this bond. Surety waives notice of such change, extension of time, alteration, or addition to the terms of the contract, or to the work or to the specifications.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named on the [_____] day of [_____, ____].

[_____] (Principal)

[_____] (Surety)

By: _____

By: _____ (Attorney-in-fact)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of City of Ridgecrest (herein "Agency"), on _____, 2012, awarded to _____ (herein the "Principal"), a contract for **Cycle 8 Safe**

Routes to School Improvements – S. Norma St., Church Ave., and Warner St.

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract;

NOW, THEREFORE, the Principal and _____, (herein "Surety"), are held firmly bound unto the Agency, (herein "Agency"), in the penal sum of [_____] dollars (\$[_____]) lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden Principal, or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contract, including but not limited to the payment of liquidated damages, and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall affect its obligation on this bond. Surety waives notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

Surety agrees in case suit is brought on this bond, Surety will pay Agency's reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named, on the [____] day of [_____, _____].

[_____]
(Principal)

[_____]
(Surety)

By: _____

By: _____
(Attorney-in-fact)

(Attach Acknowledgment)

GUARANTEE

CITY OF RIDGECREST, Department of Public Works, RIDGECREST, California:

In accordance with the terms of the Contract for the **Cycle 8 Safe Routes to School Improvements – S. Norma St., Church Ave., and Warner St.** between the City of Ridgecrest (hereinafter referred to as City),

and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the City of the above mentioned construction project and the City's representative and shall be enforceable by either of them.

Dated _____

CONTRACTOR _____

Signed _____

Notary Required

GENERAL LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ TM Deductible TM Self-Insured (check which) of \$ _____		
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE TM Commercial General Policy TM Business General Policy TM Other	OTHER PROVISIONS:		
LIMIT OF LIABILITY \$ _____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, and volunteers are included as insureds. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy (a) be primary insurance as respects the City, its officers, officials, employees, and volunteers; or (b) stand in an unbroken chain of coverage excess of Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after (30) days prior written notice, by receipted delivery, has been given to Entity. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555	AUTHORIZED REPRESENTATIVE TM Broker/Agent TM Underwriter TM I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ <div style="text-align: right;">(original signature required)</div> Telephone: _____ Date Signed: _____		

INSURER:
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

INSURANCE COMPANY:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

--ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

City of Ridgecrest, County of Kern, the Engineer/Architect, the City's representatives and their consultants, and each of their board members, officers, directors, officials, agents and employees

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

-----Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
FOR THE CITY OF RIDGECREST**

Endorsement No. Effective Date

PRODUCER

Telephone:

POLICY INFORMATION: This special endorsement is attached to and forms a part of the following insurance policy.

Insurance Company:

Policy Number:

Policy Period:

NAMED INSURED

OTHER PROVISIONS

Claims: Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone:

EMPLOYERS LIABILITY LIMITS

\$ _____ Each Accident

\$ _____ Disease - Policy Limit

\$ _____ Disease - Each Employee

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. This Insurance shall not be canceled, except after thirty (30) days prior written notice, by receipted delivery, has been given to the City.

2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

AUTHORIZED REPRESENTATIVE

™ Broker/Agent ™ Underwriter ™

I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement.

Signature: _____

(original signature required)

Telephone: _____ Date Signed: _____

CERTIFICATE OF INSURANCE

Issue Date:

PRODUCER

This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below.

Companies

Best's Rating

INSURED

Company Letter **A** _____
 Company Letter **B** _____
 Company Letter **C** _____

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	General Liability <small>™ Commercial General Liability</small> <small>™ Claims Made ™ Occur.</small> <small>™ Owners & Contractor's</small> <small>™ Other</small>				General Aggregate	\$
					Products-Comp/Op Agg	\$
					Personal & Adv. Injury	\$
					Each Occurrence	\$
					Fire Damage (any one fire)	\$
					Med. Exp. (any one person)	\$
	Automobile Liability <small>™ Any Auto</small> <small>™ All Owned Autos</small> <small>™ Scheduled Autos</small> <small>™ Hired Autos</small> <small>™ Non-Owned Autos</small> <small>™ Garage Utility</small>				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	Excess Liability <small>™ Umbrella Form</small> <small>™ Other Than Umbrella</small>				Each Occurrence	\$
					Aggregate	\$
	Worker's Compensation and Employer's Liability				Statutory	\$
					Each Accident	\$
					Disease Policy Limit	\$
					Disease Each Employee	\$
	Other				Amount of Insurance	\$

Description of operations/locations/vehicles/restrictions/special items:

THE FOLLOWING PROVISIONS APPLY:

1. None of the above described policies will be canceled until after 30 days written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED:

City of Ridgecrest
 100 West California Avenue
 Ridgecrest, CA 93555

AUTHORIZED REPRESENTATIVE

Signature _____
 Title _____
 Phone No. _____

UNDERWRITER/BROKER CERTIFICATION

City: _____

City project identification: _____

Contractor providing contractual services: _____

Insurer(s): _____

Best rating(s): _____

Name and title of underwriter, broker, or agent completing certification:

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance requirements prepared by the City for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance requirements on forms provided by the City.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance requirements, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance requirements;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;
3. All deductibles and/or self-insured retentions have been declared;

4. All required endorsements identified in the insurance requirements have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A-:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

The coverages provided to the Contractor do not conform in all respects to the requirements set forth in the insurance requirements. An explanation of each and every variance from the requirements and an evaluation of the relative risk exposures and protections to the City and the Contractor are attached.

I understand that the City will not authorize the Contractor to initiate work on behalf of the City until this certification has been fully executed and returned to the City.

Signature

Date

Name of Company

Business Address

Business Phone Number

GENERAL CONDITIONS

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GENERAL CONDITIONS

GC-1 Definition of Terms

Whenever in the specifications or in any of the contract documents or instruments which these specifications govern, the following terms are used, they shall be defined as follows:

- (a) CITY: The City of Ridgecrest, a municipal corporation, County of Kern, State of California, acting either directly or through its authorized agents.
- (b) ENGINEER: The City Engineer acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- (c) BIDDER: Any individual, firm, or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized representative.
- (d) BID: The offer of the bidder for the work when made out and submitted on the prescribed bid form, properly signed, and guaranteed.
- (e) CONTRACTOR: The person or persons, co-partnership, or corporation who have entered into a contract with the Owner, as party or parties of the second part of his or their legal representatives.
- (f) SUBCONTRACTOR: Any person, firm, or corporation other than an employee of the contractor, supplying for and under agreement either with the contractor or any other subcontractor of the contractor, labor, materials, or both at the site of the project in connection with this contract.
- (g) SURETY: Any firm or corporation executing a surety bond or bonds payable to the City, securing the performance of the contract either in whole or in part, or securing payment of claims for labor and material.
- (h) PLANS: Those certain drawings, plans, profiles, typical cross-sections, and working drawings approved by the Engineer.
- (i) SPECIFICATIONS: The directions, provisions, and requirements contained herein approved by the Engineer.
- (j) REFERENCE TO STANDARDS: Whenever the following abbreviations are used, they shall be defined as follows:

ABBREVIATIONS:

AWWA -	American Water Works Association
AAN -	American Association of Nurserymen
AASHO -	American Association of State Highway Officials
AREA -	American Railway Engineering Association
ASA -	American Standards Association
ASTM -	American Society for Testing Materials
AWA -	American Welding Society
AWPA -	American Wood Preservers Association
NEMA -	National Electrical Manufacturers Association

- (k) "STANDARD" SPECIFICATIONS: Wherever reference is made to the "Standard Specifications", reference shall be made to specifications entitled, "Standard Specifications for Public Works Construction", current issue, which is incorporated herein and made a part hereof by reference thereto. Where the term "Engineer" is used in the Standard Specifications, it shall be considered as meaning the "City" or "Engineer" as defined in paragraphs (a) and (b) of this article.

No reference to payment in the "Standard Specifications" shall apply to any portion of the work to be done under this contract.

GC-2 *Priority of Special Conditions*

Where provisions in the Special Conditions setting forth conditions or requirements disagree or conflict with, add to or detract from provisions or specific clauses elsewhere in these specifications, the Special Conditions will prevail unless a different interpretation is given in writing by the Engineer whose decision in such matters shall be final.

GC-3 *Notice and Service Thereof*

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner: (a) If the notice is given to the City by personal delivery thereof to the individual duly authorized to direct and supervise the project for the City, or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to the City for the attention of said individual, postage prepaid; (b) If the notice is given to the contractor by personal delivery thereof to said contractor or to his foreman at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the contractor at his regular place of

business or at such other address as may have been established for the conduct of the work under this contract, postage prepaid; or (c) If the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such Surety or other person last communicated by him to the party giving the notice, postage prepaid.

GC-4 ***Assignment of Contract***

The contractor shall not assign this contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the City. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under this contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

GC-5 ***Subcontractors***

- (a) Bidders on all contracts for the construction of any public work or improvement other than contracts for the construction, improvement or repair of streets or highways, including bridges, shall set forth in their bids:
 - (1) The name, location, and place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (.5%) of the total bid; and
 - (2) The portion of the work which will be done by each such subcontractor.
- (b) Specialty subcontractors shall be utilized for the performance of such parts of the work under this contract as, under normal contract practices, are performed by specialty subcontractors unless the City determines that the contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the City determines that performance of the specialty work by specialty subcontractors will result in increased costs or inordinate delays.
- (c) The contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract to any subcontractor other than those listed in the accepted bid without the prior written consent of the City and in accordance with law. If the contractor shall subcontract any part of this contract, the contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons

directly employed by himself. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

- (d) The City's consent to or approval of any subcontract under this contract shall not in any way relieve the contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

GC-6 ***Mutual Responsibility of Contractors***

If, through acts or neglect on the part of the contractor, any other contractor or any subcontractor of any other contractor shall suffer loss or damage on the work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall file any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the contractor, who shall indemnify and save harmless the City against any such claim.

The contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the City in the prosecution of the project to the end that the contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the contractor exclusive occupancy of the site of the project. The contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous execution of some other contract or contracts, the City shall decide which contractor shall cease the work temporarily and which contractor shall continue, or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or extra costs incurred by the contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the City respecting the order of precedence in the performance of contracts.

GC-7 ***Personal Interest of City Officials***

No official of the City who is authorized to negotiate, make, accept, approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering,

inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized to exercise any executive, supervisory, or together similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof, or any other contract relating to the performance of this contract.

GC-8 ***Termination for Breach, Etc.***

If the contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract or any extension thereof, or fails to complete said work within such time, or if the contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this contract, the City may serve written notice upon him and his Surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract and, unless within ten (10) days after the serving of such notice such violations shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days cease and terminate. In the event of any such termination, the City shall immediately serve written notice thereof upon the Surety and the contractor and the Surety shall have the right to take over the performance of the contract provided, however, that if the Surety within fifteen (15) days after the serving upon it of notice of termination does not elect to perform the contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the City may take over the work under the contract and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the contractor and his Surety shall be liable to the City for any excess cost or other damages occasioned the City thereby, and in such event the City may without liability for so doing take possession of and utilize in completing the contract such materials, appliances, plant, and other property belonging to the contractor as may be on the site of the project and necessary therefore.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

GC-9 ***Permits and Compliance with Law***

The contractor shall keep himself fully informed of all existing and future state and national laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or which in any way affect the conduct of the work.

The contractor shall at his expense obtain all permits and licenses necessary for the performance of this contract, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules, and regulations governing the contractors performance of the contract.

GC-10 Existing Utilities

The accuracy or completeness of information on existing utilities is not guaranteed, and unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connection lines, and other surface or sub-surface structures of any nature that may be affected by the work shall be maintained by the contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the work, provided that should the contractor in the performance of the work disturb, disconnect, or damage any of the above, all expenses of whatever nature arising from such disturbance or replacement or repair thereof shall be borne by the contractor.

In case it should be necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost shall be borne by the contractor.

The right is reserved to the State, County, or City therein and to the owners of public utilities and franchises to enter upon any street, road, right-of-way, or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

GC-11 Rights-of-Way

The rights-of-way for the work to be constructed will be provided by the City. The contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of rights-of-way unless otherwise provided in these documents.

GC-12 Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the Engineer a construction progress schedule satisfactory to the Engineer showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule.

GC-13 Reports

The contractor and each subcontractor shall submit to the Engineer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and miscellaneous data pertaining to the contract as may be requested by the Engineer.

GC-14 Prosecution of Work

The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor necessary to complete substantial execution of everything described, shown, or reasonably implied under this contract and within the time specified herein.

The contractor shall give to the Engineer full information in advance as to his plans for carrying on any part of the work. If at any time before the beginning, or during the progress of the work, any part of the contractors plant, equipment, or any of his methods of execution of the work appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or rate of progress of the work, he may suggest that the contractor increase or improve his facilities or methods, but neither compliance with suggestions nor failure of the Engineer to make any suggestions shall relieve the contractor from his obligation to secure the degree of safety, the quality of the work, and the rate of progress required of the contractor. The contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

At any time after the contractor has commenced work he shall not cease work without the approval of the Engineer. If the contractor ceases work without the necessary approval for more than two (2) working days, it shall be assumed that the work is abandoned and the Surety shall be so notified.

GC-15 Starting of Work

The contractor shall begin work within fifteen (15) calendar days from the date of the "Notice to Proceed" and shall diligently prosecute the same to completion before the expiration of the number of calendar days provided herein. Prior to the commencement of work a preconstruction conference will be mutually scheduled by the City and contractor, but in no case later than ten (10) calendar days from the date of the "Notice to Proceed".

GC-16 ***Contractor's Responsibility for Work***

- (a) Until the formal acceptance of the work by the City, the contractor shall have the charge and care thereof, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

- (b) Neither the City, the Engineer nor their authorized representatives shall be answerable or accountable in any manner for any loss or damage that may happen to the work, or for any injury or damage to any person or persons, either workman or the public, or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

- (c) The contractor shall indemnify and save harmless the City, the Engineer, and their authorized representatives from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City may retain as much of the money due the contractor as shall be considered necessary until disposition has been made of any such suits or claims for damages as aforesaid.

GC-17 ***Public Convenience and Safety***

It shall be the responsibility of the contractor and he shall provide and maintain at his own expense all facilities and means for public convenience and safety herein specified in accordance with the provisions of the contract. The contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic.

Unless other existing streets are stipulated by the City to be used as detours, all traffic shall be permitted to pass through the work.

Residents along the street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than

one crossing or intersecting street shall be closed at any one time without the approval of the Engineer.

The contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning of any dangerous conditions to be encountered as a result thereof and he shall also erect and maintain such warning and directional signs as may be furnished by the City.

GC-18 ***Protection of Utilities***

(a) *Protection of Utility Facilities*

The contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. No error or omission on the plans shall be construed to relieve the contractor from his responsibility to protect all underground pipes, conduits, cables, or other structures. The contractor shall indemnify the City and hold it harmless from any and all claims, demands or liability made or asserted by any person or entity on account of or in connection with any damage to such surface or underground facilities caused by the contractor or any of his agents or subcontractors.

(b) *Existing Utilities*

The plans for the work show the underground utilities on the site of the construction insofar as they are known to the City. The plans may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc., on or adjacent to the construction site.

(c) *Relocation of Existing Utilities*

The contractor shall make all arrangements for and pay all costs connected with any necessary relocation of existing surface and underground utility facilities (including, without limitation, poles, guys, conduits, pipes, and mains) affecting the project or the work to be performed under these specifications.

The following utility companies are affected by this section:

Verizon
520 South China Lake Boulevard
Ridgecrest, California 93555

Attn: Lewis Edrozo
Telephone: 760-375-6616

Mediacom Cablevision
555 S. Chinalake Blvd
Ridgecrest, California 93555
Attn: Terry May
Telephone: 760-608-2094

Indian Wells Valley Water District
500 West Ridgecrest Boulevard
P. O. Box 399
Ridgecrest, California 93555
Attn: Travis Reed
Telephone: 760-608-2863

Pacific Gas and Electric
1918 "H" Street
Bakersfield, CA, 93555
Attn: Dominic Othart
Telephone: 661-874-5817

Southern California Edison
510 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Mark Gowin
Telephone: 760-375-1815

City of Ridgecrest-Wastewater
100 W. California Ave.
Ridgecrest, CA 93555
Attn: John Bracken
760-446-4631

(d) *Unidentified Existing Utilities*

If in the performance of the work an existing utility is encountered which is not shown on the plans and is not apparent or inferable from visual inspection of the site, the inspector shall be notified immediately. The Engineer will determine whether existing utility shall be relocated or whether the contractor shall work around the existing utility. The determination of the Engineer shall be incorporated in an appropriate Change Order for extra work pursuant to paragraph GC-65 - Payment of Extra, Additional, or Omitted Work.

GC-19 ***Cooperation of Contractor***

The contractor shall at all times have on the work site a copy of the plans and specifications therefore, and at all times while work is being actually carried on, he shall be upon the work site himself or have a competent person in charge who shall be authorized to receive and execute orders from the Engineer in matters pertaining to the performance of the contract.

GC-20 ***Plans to be Furnished by Contractor***

The contractor shall supply such working plans of devices or installations furnished and performed under this contract as are called for herein or are required by the Engineer to make clear the details of construction and of devices. Unless otherwise herein specified, such plans shall be submitted to the Engineer for his approval upon his request. Should any plans furnished by the contractor not be approved by the Engineer, the contractor shall make the revisions required and again submit them to the Engineer for approval.

After due approval by the Engineer, these plans shall become a part of this contract and the work shall be done in conformity therewith. No such work shall be begun or devices purchased until the plans covering it or them have been approved.

The contractors plans may be submitted for tentative approval before tracing and after approval of the finished tracings, three prints of each thereof shall be delivered to the Engineer. All plans furnished by the contractor shall be finished plans, neat, legible, to scale and to as large a scale as may be appropriate to clearly show the required data.

GC-21 ***Approval of Contractor's Plans and Liability***

Approval by the Engineer of any plans or any method of work proposed by the contractor shall not relieve the contractor of any of his responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof, and the contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the contractor's taking his own full responsibility for the plan or method that the contractor proposes.

GC-22 ***Use of Premises***

The contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the City, and shall not reasonably encumber the premises with his materials.

The contractor shall enforce any instructions of the City regarding signs, advertising, fires, danger signals, barricades, and smoking, and shall require all persons employed on

the work site to comply with all building, posted, or institutional regulations while on the premises.

GC-23 ***Equipment***

The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The contractor shall provide adequate and suitable equipment and plants to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

GC-24 ***Obstructions***

The contractor shall remove at his own cost all trees, stones, debris, and other obstructions that may be encountered in the execution of the work.

GC-25 ***Changed Conditions***

Should the contractor encounter, or the Engineer discover during the progress of the work, subsurface or latent conditions at the site or sites materially different from those shown on the plans or indicated in the specifications, the Engineer will promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications he will at once make such changes in the plans and/or specifications as he may find necessary.

GC-26 ***Existing Landscaping***

The contractor shall restore or cause to be restored at his expense all landscaped areas whether within public right-of-way, City acquired easements or City owned property which are disturbed, damaged, removed, or destroyed as a result of his work in carrying out any or all provisions of these specifications. Included within the scope of this requirement is the replacement of trees, lawn areas, ornamental gravel, shrubbery, walkways, walls, fences, curbs, and any other decorative plantings or structures so damaged, removed, or destroyed. The contractor shall be further responsible for the care, protection, staking, watering, and fertilizing of such plantings until they have been established sufficiently to flourish under the owner's regular maintenance schedule.

Replacement shall be in kind, condition, type, color, and where practical size.

GC-27 ***Removal of Debris, Cleaning, Etc.***

The contractor shall as directed by the City during the progress of the work, remove and properly dispose of the resultant dirt and debris and keep the premises reasonably clear.

Upon completion of the work he shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition and do all other cleaning and washing required by the specifications.

GC-28 ***Liquidated Damages and Extension of Time***

In case all work called for under the contract in all parts and requirements is not completed within the time as set forth in the Special Conditions, paragraph SC-4 - Commencement, Prosecution, and Completion of Work, damage will be sustained by the City for loss of use of the project. The contractor agrees that it is impractical to determine accurately the loss or damage sustained by the City and that the amount set forth as liquidated damages in the Special Conditions shall constitute compensation for such losses. The contractor further agrees to pay said liquidated damages as herein provided, and in case the same are not paid agrees that the City may deduct the amount thereof from any monies due or that may become due the contractor under the contract.

The contractor shall not be assessed with liquidated damages during any delay beyond the time named for the completion of the work caused by acts of God, public enemy, the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes.

Should any delays occur which the Engineer may consider unavoidable as herein defined, the contractor shall, pursuant to his written application, be allowed an extension of time beyond the time herein set forth equal to said delay or delays in which to complete this contract. If an extension of time is not granted, the contractor shall be assessed with liquidated damages.

GC-29 ***Compensation to the City for Extension of Time***

In case the work called for under this contract is not completed within the time limit stipulated, the City shall have the right to extend the time of completion. If the time limit is so extended the City shall have the right to charge the contractor and to deduct from the final payment for the work the actual cost to the City for the engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate and the costs accruing by reason of unavoidable delays shall not be included in such charges.

GC-30 ***General Guaranty***

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the final acceptance of the work, unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

GC-31 ***Contract Security***

The contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The aforesaid bonds shall be in form satisfactory to the City and with good and sufficient surety acceptable to the City.

GC-32 ***Bondsmen's Waiver of Right to Notification***

The bondsmen shall have familiarized themselves with all conditions and provisions of these specifications, and they waive the right of special notification of any change or modification of this contract, of extension of time, of decreased or increased work, of the cancellation of the contract or of any other act or acts by the City or their authorized agents under the terms of this contract. Failure to so notify bondsmen of changes shall in no way relieve the bondsmen of their obligation under this contract.

GC-33 ***Insurance***

- (a) In addition to such other insurance that may be required under this contract, the contractor shall provide adequate Workmen's Compensation Insurance for all employees employed under this contract on the project who may come within the protection of the Workmen's Compensation Laws.
- (b) The insurance required by this section shall be written for not less than limits of liability specified in the contract documents or required by law, whichever coverage is greater. The insurance shall be purchased from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final

payment and termination of any coverage required to be maintained after final payment. Certificates of insurance acceptable to the City shall be filed with the

City in triplicate prior to the commencement of work by the contractor. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

- (c) The contractor shall be responsible for proper and adequate Workmen's Compensation coverage for all his subcontractor's operations, and in the event that the contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the City covering each and every subcontractor shall be filed with the City prior to the commencement of such subcontract operations.
- (d) If the contractor has fully satisfied the City of his responsibility and capacity under the applicable Workmen's Compensation Laws, if any, to act as self-insurer, he may so act and in such a case the insurance required by Article (a) of this section need not be provided.
- (e) The contractor shall obtain insurance against loss by fire, earthquake or other hazards and, when required by the Special Conditions, shall furnish certificates of such insurance to the City.
- (f) In the event that the form of any policy or certificate, the amount of the insurance or the companies writing same are not satisfactory to the City, the contractor shall furnish other policies or certificates in form and amount, with companies satisfactory to the City. The contractor shall not cause any policy to be canceled, or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City not less than thirty (30) days thereafter stating when such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

- (a) The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and the City, and all officers, agents and employees of the City, from all claims for personal injury including accidental death as well as from all claims for property damage arising from operations under this contract. The amounts of such insurance shall be as hereinafter set forth.
- (b) The contractor shall require the subcontractors, if any, to take out and maintain similar Public Liability and Property Damage Insurance. The amounts of such insurance shall be as hereinafter set forth.
- (c) In case any of the work under this contract is to be performed on or at the site of the project by a subcontractor, the contractor shall also take out and maintain such Contingent or Protective Insurance and will protect him and the City and all officers, agents and employees of the City from damage claims arising from the operations of any subcontractor. The amounts of such insurance shall be as hereinafter set forth.
- (d) If any subcontractor shall subcontract any portion of his subcontract, the contractor shall require him to take out and maintain such Contingent or Protective Insurance as will protect such subcontractors from damage claims arising from the operations of the second subcontract. Such contingent or protective insurance shall be in the same amount as the primary subcontractor's insurance.
- (e) As above provided, the contractor shall take out and maintain:

For a contract bid of less than \$50,000:

Public Liability Insurance for injuries, including accidental death to any person, in an amount not less than	\$500,000
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Subject to the same limit for each person on account of one accident in an amount not less than	\$500,000
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For a contract bid of equal to or greater than \$50,000 and less than \$150,000:

Public Liability Insurance for injuries, including accidental death to any person, in an amount not less than	\$1,000,000
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Subject to the same limit for each person on account of one accident in an amount not less than \$1,000,000

For a contract bid equal to or greater than \$150,000 and less than \$250,000:

Public Liability Insurance for injuries, including accidental death to any person in an amount not less than \$1,500,000

Subject to the same limit for each person on account of one accident in an amount not less than \$1,500,000

For a contract bid equal to or greater than \$250,000:

Public Liability Insurance for injuries, including accidental death, in an amount not less than \$3,000,000

Subject to the same limit for each person on account of one accident in an amount not less than \$3,000,000

Property Damage Insurance in an amount not less than \$250,000

Contractor's Contingent or Protective Insurance for Public Liability and Property Damage in the amount not less than the respective amounts noted above.

- (f) As above provided, the contractor shall require all subcontractors, whether primary or secondary, to take out and maintain Public Liability and Property Damage Insurance in amounts not less than the following:

<i>Subcontracts</i>	<i>Public Liability Insurance</i>		<i>Property Damage Insurance</i>
	<i>Injury to 1 Person</i>	<i>Aggregate</i>	

Less than \$1,000	\$ 40,000	\$ 40,000	\$ 20,000
1,000 to 5,000	100,000	200,000	50,000
5,000 to 20,000	150,000	300,000	75,000
20,000 to 50,000	200,000	400,000	100,000
50,000 and above	1,000,000	2,000,000	200,000

- (g) *Indemnification* - The contractor shall indemnify and save the City, its officer, agents, and employees, free and harmless from any and all costs, damages, or liability, including attorney's fees, arising out of any act or omission to act including any negligent act or omission to act of contractor, its officers, agents, subcontractors, and employees with respect to the performance of the work or of any of the contractor's obligations under this contract, except when such loss or damage was caused by the sole negligence or willful misconduct of the City, its officers, agents, or employees.

In addition to the foregoing, Contractor shall reimburse the City all costs, including attorney's fees, incurred by the City in handling, responding to, or litigating stop notice claims or other demands against funds due to the contractor or against the contractor's payment bond by contractor's officers, agents, or employees, including subcontractors.

- (h) *No Personal Liability* - Neither the Mayor, City Council, Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.
- (i) *Responsibility of City* - The City of Ridgecrest shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these specifications.
- (j) *Insurance Certificate* - All insurance certificates submitted shall name the City of Ridgecrest, its officers, agents, and employees as additional insured.

GC-35 *Materials or Equal Clause*

Unless otherwise specifically provided in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best available grade of their respective kinds. Whenever in the

specifications any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired, and shall be deemed to be followed by the words "or equal".

The Engineer shall be the sole judge as to the equality of the substituted article, but the burden of demonstrating equality and costs of any test required for this purpose shall be borne by the contractor.

GC-36 Warranty of Title

No material, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claim, liens, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the contractor shall advise the City as to the legal owner thereof. Nothing contained in this article however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

GC-37 Patents

The contractor shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind including all costs and legal expense for or on account of any patented or unpatented inventions, process, article, or appliance manufactured for or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the contract.

GC-38 Protection of Materials and Work

- (a) The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the contract.

The contractor shall be responsible for the proper care and protection of all materials delivered and the work performed until completion and final acceptance by the City. The contractor shall promptly comply with all reasonable requests of the City to enclose or specially protect such materials or work.

- (b) The contractor shall provide such heat, covering, and enclosure as are necessary to protect all work and materials against damage by weather conditions.
- (c) The contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and he shall be at his own expense completely to repair any damage thereto caused by his operations.
- (d) As required by law, the contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures adjacent to and adjoining the site of the project, which are in any way affected by the excavations or other operations connected with the completion of the work under this contract. Whenever any notice is required to be given by the City or the contractor to any adjoining or adjacent land owner or other party before commencement of any work under this contract, such notice shall be given by the contractor. The contractor shall indemnify the City and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (e) In an emergency affecting the safety of life or property, including adjoining property, the contractor, without special instructions or authorization from the owner of such property, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act if instructed to do so by the City.

GC-39 ***Defective Work and Materials***

No work which may be defective in its construction or deficient in any of the requirements of these specifications will be considered as accepted in consequence of

the failure of any officer of the City to point out such defect or deficiency during construction and the contractor shall correct such imperfect work whenever discovered.

GC-40 ***Tests***

The cost of any inspections and tests of materials made by or at the request of the City shall be borne by the City, except for retesting that is necessary due to a failed test. Retests will be deducted from contractor payment.

Where such inspections and testing are to be conducted by an independent laboratory or agency, the sample or samples of materials to be tested shall be selected by such laboratory or agency or the City's representative and not by the contractor.

GC-41 ***Samples and Tests***

All materials shall be of the quality and fully equal to the samples when required.

All tests of materials furnished by the contractor shall be made by the Engineer in accordance with commonly recognized standards of national organizations. The contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used unless it has been approved by the Engineer.

GC-42 ***Wage Scales***

The copy of wage scales on file in the City Clerk's office, based on an eight (8) hour day, forty (40) hour week, except as otherwise noted, has been regularly adopted by the City by resolution determining the prevailing rate of per diem wages in the locality in which the public work herein provided is to be done for each craft or type of workman needed to execute the contract, said copy of which wage scale is hereby referred to and made a part hereof.

There shall be paid to each laborer or mechanic of the contractor or subcontractor engaged in work on the project under this contract in the trade or occupation listed in the Wage Schedule referred to and made a part of this contract, not less than the wage rate set opposite each trade or occupation listed therein regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and their laborers or mechanics.

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the classifications listed in the Wage Schedule shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him.

The wage rates specified in the Wage Schedule are minimum rates only and the City will not consider any claims for additional compensation made by the contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the contractor.

Except as may otherwise be required by law, all claims and disputes pertaining to the classification of labor employed on the project under this contract shall be decided by the City.

Nothing contained herein shall be deemed as superseding any applicable laws, orders, or regulations issued by competent authority governing wages, hours of work or the employment of labor, nor as condoning any violation of such laws, orders or regulations.

GC-43 Forfeiture of Wage Underpayments

The contractor shall comply with the provisions of California Labor Code Section 1775 and shall forfeit to the City **SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00)** for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any work done under this contract by him or by any subcontractor. The City shall withhold amounts so forfeited pursuant to Section 1727 of the California Labor Code.

GC-44 Apprentices

The minimum wage rates, if any, specified in this contract for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the ratio of apprentices to journeymen in each trade or occupation employed by the contractor or subcontractor shall not exceed the ratio determined in the apprenticeship agreements entered into under Chapter 4, Division 3 of the Labor Code, or in the absence of such agreements, the ratio shall not exceed one (1) apprentice to each five (5) journeymen regularly employed by the contractor.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1963) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of

the contract. The ratio of apprentices to journeymen in such cases shall not be less than one (1) to five (5) except:

- (a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for the certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one (1) to five (5); or
- (c) When the trade can show that it is replacing at least one thirtieth (1/30) of its membership through apprenticeship training on an annual basis statewide or locally; or
- (d) When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one (1) apprentice to eight (8) journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

GC-45 Qualification for Employment

No person under the age of sixteen (16) years shall be employed on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

GC-46 Nondiscrimination

There shall be no discrimination by reason of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, sex, age, or political affiliations in the employment of persons qualified by training and experience for work on the project under this contract.

GC-47 Collective Bargaining

The legal rights of all workers on the project to organize and to bargain collectively, to be protected from the requirements to join a company union and to enjoy freedom of expression and action with respect to wages, hours, and conditions of labor shall not be infringed.

GC-48 Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

GC-49 Sanitary Facilities

The contractor shall provide and maintain at his own expense sufficient chemical sanitary toilets or other approved sanitary toilets for the use of his employees. These facilities shall conform to all requirements of the Health Department having jurisdiction.

GC-50 Authority of the Engineer

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, the quality and acceptability of materials furnished, and the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor and as to compensation. His decisions shall be final and he shall have authority to enforce and make effective such decisions and orders as the contractor fails to promptly carry out.

GC-51 Inspection

The City and its authorized representative shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of

inspection, and the contractor shall at all times maintain proper facilities and provide safe access for such inspection. All work done and all materials furnished shall be subject to the inspection of the Engineer.

All work done under this contract will be subject to rigid inspection. The Engineer shall have access to all parts of the work at all times. Work or material that does not conform to the specifications may be rejected at any stage of the work. The contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any respect due to the fault of the contractor or his subcontractor he shall defray all the expenses of such examinations and of satisfactory reconstruction. If however, such work is found to meet the requirements of the contract, the additional cost of labor, materials, and equipment necessarily involved in such examination and replacement plus fifteen percent (15%) for overhead and profit shall be allowed the contractor. The Engineer's determination shall be final.

Where the specifications require work to be specifically tested or approved it shall not be tested or covered without timely notice to the City of its readiness for inspection. If said work is covered without the approval or consent of the City, it must, if required by the City, be uncovered for examination at the contractor's expense.

GC-52 Interpretation of Specifications

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the specifications or plans, the matter shall be referred to the Engineer, who shall decide the true intent and meaning as construed by him and his decision shall be binding on the contractor. Suitable instructions will be given or corrections made when any such error is discovered. In case of discrepancy or conflict between the general provisions and special conditions, the special conditions shall govern.

GC-53 Conflict, Omission, Etc., in Specifications and Plans

Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of difference between plans and specifications, if the true intent is not obvious it shall be determined by the Engineer as provided in paragraph GC-52 of these specifications. Omissions from the plans or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent

of the plans and specifications, or which are customarily performed shall not relieve the contractor from performing such omitted or misdescribed details of the work. They shall be performed as if fully and correctly set forth and described in the plans and specifications.

GC-54 Checking of Plans

The contractor shall check all plans furnished him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures shown on the plans shall in general be followed in preference to scale measurements. Large scale plans shall in general govern over small scale plans. The contractor shall compare all plans and verify the figures before laying out the work, and shall be responsible for any errors which might have been avoided by such comparison.

GC-55 Deviations from Specifications and Plans

Deviations from plans and from the dimensions therein given whether or not error is believed to exist, shall be made only as directed or approved by the Engineer.

GC-56 Specifications, Plans, Etc. are Parts of Contract

These specifications, the plans furnished with the specifications, plans that may be furnished as the work progresses, the information for bidders hereto attached, the proposal submitted by the contractor for doing the work, and furnishing said materials are all made parts of the contract.

GC-57 Datum for Elevations

Unless otherwise designated on the plans, all elevations shown on the plans represent plumb distances in feet and decimals thereof or below mean sea level as established by the United States Coast and Geodetic Survey and adopted as their datum for first order bench marks. All elevations shown on the plans represent plumb distances above said datum.

GC-58 Stakes and Marks

The work will be staked out by the Contractor's Engineer/Surveyor and the contractor shall preserve said stakes and marks. If other stakes and marks are required, the contractor shall give notice of such requirement at least twenty-four (24) hours in advance. The contractor shall dig all holes required for the setting of stakes and shall bear all expenses of resetting stakes. In the event that the stakes and marks are destroyed through carelessness on the part of the contractor and the destruction of these marks causes a delay in the work, the contractor shall have no claim for damages or extension of time.

GC-59 ***Monuments***

The contractor shall not disturb any monuments or stakes on the line of the work without instructions from the Engineer, and the contractor shall bear all expense of resetting same.

GC-60 ***Estimate of Quantities***

The quantities given in the proposal, bid forms, contract forms, legal documents, or the Notice to Contractors are approximate only, being given for the purpose of comparison of bids and/or fixing the amount of bonds, and the City does not, expressly or by implication, agree that the actual work will correspond therewith (any error or mistake either of commission or omission shall be the responsibility of the contractor) but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable and the contractor shall not be entitled to any claim for damage or loss of anticipated profit.

GC-61 ***Payments Based on Actual Quantities Installed***

The quantities stated are approximate only and are subject to either increase or decrease and are stated only for the purpose of comparing bids and fixing the amount of surety bonds. Should the quantities of any of the items be increased, the bidder shall perform the additional work at the unit prices set out in his bid, and should the quantities be decreased, payment will be made on actual quantities installed at such unit prices and the bidder shall make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. Actual quantities will be determined upon the completion of the work covered by the contract.

GC-62 ***Measurement and Basis for Payment***

All work completed under the contract will be measured by the Engineer in accordance with the provisions hereinafter set forth and the contractor agrees to accept the compensation as provided in the agreement as full payment for furnishing materials, labor, tools, processes, and equipment necessary to complete the work and for performing all work completed and embraced under the contract.

GC-63 ***Payments to Contractor***

- (a) Payments will be made by the City to the contractor on itemized estimates duly certified and approved by the Engineer based on labor and materials

incorporated into said work during the preceding month by the contractor. The City shall retain ten percent (10%) of the amount of each of such estimate.

- (b) In preparing estimates, ninety percent (90%) of the material delivered on the site and preparatory work done may be taken into consideration.
- (c) Upon receipt of a payment request, the City shall:
 - (1) Review the request as soon as practicable after receipt for the purposes of determining that the payment request is a proper payment request.
 - (2) Return any payment request determined not to be a proper payment request suitable for payment within seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

If the City fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from contractor, the City shall pay to the contractor interest equivalent to the legal rate set forth in Subdivision (a) of Section 685.101 of the Code of Civil Procedure. The number of days available to the local agency to make a payment without incurring interest shall be reduced by the number of days by which the local agency exceeds the seven (7) day return requirement as set forth in the previous paragraph.

- (d) The making of any payment to the contractor under this contract shall not relieve the contractor of his obligations hereunder. The contractor is obligated to complete the contract in its entirety and to deliver to the City such completed work, finished product, or structure as is specified in the contract. Until this contract is fully performed by the contractor, and the work, product or structure produced thereby is accepted by the City, the contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the contract which may be damaged, lost, stolen, or otherwise injured in any way.
- (e) The contractor shall notify the Engineer in writing of the completion of the work. The completion date, for purposes of computing "Time for Completion" and liquidated damages, if any, will be considered to be the date of the contractor's first written Notice of Completion provided that in the Engineer's judgment, the work is substantially complete and operational at that time.
- (f) Within sixty (60) days after the date of completion of the work of improvement, any retention withheld by the City shall be released. In the event of a dispute between the City and the original contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. For purposes of this section, "completion" means any of the following:
 - (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the City, or its agent, accompanied by cessation of labor on the work of improvement.
 - (2) The acceptance by the City, or its agents, of the work of improvement.
 - (3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of one hundred (100) days or more, due to factors beyond the control of the contractor.
 - (4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of thirty (30) days or more, if the City files for record a notice of cessation or a notice of completion.

In addition to the amount which the City may otherwise retain under the contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the contractor as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against the contractor or any subcontractor for labor or materials furnished for the performance of this contract.
- (b) For defective work not remedied.
 - 1. Workmanship
 - 2. Materials
- (c) For failure of the contractor to make proper payments to his subcontractors.

The City, at its discretion, may apply such withheld amount or amounts to the payments of such claims. In so doing the City shall be deemed the agent of the contractor and any payment so made by the City shall be considered as a payment made under the contract by the City to the contractor and the City shall not be liable to the contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The City will render to the contractor a proper accounting of such funds disbursed on behalf of the contractor.

GC-65 Payment of Extra, Additional, or Omitted Work

The Engineer may, without notice to the Surety on the contractor's bond, make changes (a) in the designs of materials or machinery, or (b) in the quantities or character of the work or material required. The changes in plans for installation or construction may also include (a) modification of shapes and dimensions of aqueducts, dams, and other structures, and (b) the shifting of locations to suit conditions disclosed as work progresses. All changes authorized by the Engineer under the provisions of this paragraph shall be in writing, otherwise the City shall not pay for any increased cost resulting from said change. Extra work or material shall be paid for as hereinafter provided.

In connection with the work covered by the contract, the Engineer may at any time during the progress of the work, order work or material not covered by the specifications. Such work or material will be classified as extra work and will be ordered in writing. No extra work or material will be paid for unless ordered in writing.

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's Estimate therefor. If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate therefor by twenty five percent (25%) or less, payment

will be made for the quantity of work of said item performed at the contract unit price therefor.

Extra work or material, in excess of one hundred twenty five percent (125%) of the Engineer's Estimate, shall be paid for at lump sum and/or unit prices agreeable to the Engineer or if no agreement is possible the charges will be on the basis of actual necessary costs as determined by the Engineer plus fifteen percent (15%) for profit, superintendence, and general expenses. The actual necessary cost will include all reasonable expenditures for materials, labor, and supplies furnished by the contractor, and a reasonable allowance for the use of equipment where required but will in no case include any allowance for office expenses, general superintendence, or other general expense.

Should the total pay quantity of any item of work required under the contract be less than seventy five percent (75%) of the Engineer's Estimate therefor, the quantity of said item performed will be paid for by adjusting the contract unit price, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made on the basis of extra work as herein provided. The payment for the total pay quantity of

such item of work will in no case exceed the payment which would be made for the performance of seventy five percent (75%) of the Engineer's Estimate of the quantity for such item at the original contract unit price.

At the end of each month the contractor shall present in writing any claims for extra work performed during that month and extra material delivered during that month and when requested by the Engineer shall furnish itemized statements of the cost and shall permit examination of accounts, bills, and vouchers relating thereto. No such claim will be allowed which is not presented to the Engineer in writing within thirty (30) days after the close of the month during which the extra work or material covered by such claim is alleged to have been furnished and any such claim not so presented will be deemed to have been waived by the contractor.

GC-66 ***Costs to the Contractor***

- (a) It is understood that, except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials including all taxes or duties levied thereon, labor, tools, equipment, water, light, power, transportation, superintendence, insurance, bonds, and temporary construction of every nature whatsoever necessary to execute and complete the contract within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the

City. The City will charge the contractor for additional inspection and engineering costs incurred as a result of this extra time worked.

- (c) The contractor shall at his own expense construct such roadways, embankments, shoring, temporary supports, and falsework as may be required for proper prosecution of the work under this contract.
- (d) Whenever in the opinion of the City there shall arise outside of the regular working hours an emergency involving service to the public or danger to public safety as the result of operations by the contractor, such emergency work shall be performed by the City and its cost borne by the contractor. The performance of such emergency work by City forces will not relieve the contractor of any of his responsibilities, obligations, or liabilities under the contract. Charges assessed by the City will be deducted from the next earnings payment due the contractor.
- (e) For work found deficient in workmanship and / or materials, the costs for inspection, construction management, and testing.

GC-67 Withheld Contract Funds

The contractor may, at his sole cost and expense, substitute securities for any monies which would otherwise be withheld by the City to insure performance under the contract. Such securities shall be deposited with the Agency or with a state or federally chartered bank as escrow agent who shall pay such monies to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or Bank/Savings and Loan Certificates of Deposit. In order to substitute securities, the contractor shall enter into an agreement with the City entitled "Agreement Concerning Investment of Funds" as attached to the contract.

SPECIAL CONDITIONS

SC-1 Requirements

The work to be done consists in general of, but is not limited to saw-cutting and demolition of existing concrete curbs and asphalt roadway, fence relocation, and the installation of minor concrete consisting of new curb, gutter, sidewalk, curb ramp, and drive approach improvements. Also included in the scope of work is minor grading and compaction along with hot mix asphalt for pavement tie-in to the new concrete and a paved path.

SC-2 Plans

The plans show the location of the work, its nature, extent, and other requirements in connection with the proposed construction.

SC-3 Bidding and Contract Schedule*

Bids will be accepted until **November 19, 2012 at 3:00 P.M.** A bid will be accepted or all bids rejected within sixty (60) calendar days after the bid opening. The contract shall be signed and bonds furnished within fifteen (15) calendar days after Notice of Award to the contractor by the City.

***Due to the potential of lapsing State funds slated for this project, time is of the essence and the contractor shall work diligently to complete the contract, invoicing, certified payrolls in a timely manner. All required paperwork to close out the project will need to be submitted correctly no later than March 8, 2013. A separate bid item titled "Prompt Submittal of Invoicing and Other Required Paperwork" has been included to account for the extra effort that will be required to complete the tasks within the project schedule.**

SC-4 Commencement, Prosecution, and Completion of Work

The work covered by these specifications shall be completed within thirty (30) working days. Time extensions may be granted under provisions of paragraphs GC-28, GC-29, and SC-5. This working period includes what is considered to be sufficient time for the contractor to obtain materials for the job. Whenever in the opinion of the City there shall arise outside of regular working hours on the contract an emergency involving service to the public or danger to the public safety, the City's forces will handle such emergency work. If such emergency arises or is the result of operations by the contractor, cost of corrective measures will be billed to the contractor as provided in paragraph SC-6. The performance of such emergency work by City forces will not relieve the contractor of any of his obligations or liabilities under the contract. Work shall be continued at all times by

the contractor with such force and equipment as will be sufficient in the judgment of the Engineer to complete it within the specified time

SC-5 Failure to Complete Work Within Specified Time

Should the contractor fail to complete the work within the specified time designated in paragraphs SC-3 and SC-4, plus extra time as may have been allowed for delays by formal extension granted by the City, a deduction of **seven-hundred and fifty dollars (\$750.00)** per day will be made upon payments by the City to the contractor hereunder for each and every working day that the work remains incomplete after the date set for its completion. Additionally no compensation will be provided for the bid item **“Prompt Submittal of Invoicing and Other Required Paperwork.”**

SC-6 Contract Payments

Progress payments will be made in accordance with paragraph GC-63. Upon completion of the work, ninety percent (90%) of the lump sum less any amounts due the City from the contractor for supplies, materials, services, damages, or otherwise, deductible under the terms of the contract, shall be made upon approval of the City Council of the City of Ridgecrest. Payment of the entire balance due the contractor for work performed will be made within sixty (60) days after the date of completion of the work of improvement in accordance with section GC-63. The amount of this balance due shall consist of the total contract value of the work performed by the contractor less the total of all payments previously made to him and less all amounts due the City from the contractor for supplies, materials, services, damages, or otherwise, deductible under the terms of this contract, all as determined by the Engineer's final estimate.

SC-7 Bid Guarantee

All bids must be accompanied by a certified cashier's check or a bid bond for ten percent (10%) of the amount of the proposal. The deposit submitted by the three (3) lowest bidders will be retained until a contract has been awarded. Following the award of a contract, the deposit of the successful bidder will be returned upon execution of a contract with the City. The deposits submitted by all other than the three (3) low bidders will be returned as soon as all bids have been opened, checked and declared to the City Council. Should a bidder fail to execute a valid contract offered to him by the City, his deposit will be forfeited to the City.

SC-8 Bidding Procedures and Responsibility

The City reserves the right to reject any bid of any contractor who, in the judgment of the City, is not qualified or is poorly qualified or equipped to do the work. The City reserves the right to reject any bid based on conditions or contingencies imposed by the bidder on his bid.

SC-9 Guarantee

The contractor guarantees the work and materials furnished by him for one (1) year after the Notice of Completion has been recorded by the City and that work performed by him under this contract will be the best of its class, will be performed in the best manner and that both work and materials furnished by him will meet fully the requirements of these specifications. Should the contractor fail to act promptly in accordance with the guarantees of paragraph GC-30 or should the situation require immediate repairs or replacement to be made before the contractor can be notified or respond to notification, the City may at its option make the necessary repairs or replacement and the contractor shall pay the City the actual cost of such repairs plus fifteen percent (15%).

SC-10 Safety

All safety orders, rules, and recommendations of the Federal Government and the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work to be done under this contract shall be obeyed and enforced by the contractor. The contractor shall comply with applicable local regulations.

Sufficient and adequate signs, lights, barricades, and cones shall be furnished, placed, and maintained throughout the construction project as may be deemed necessary by the contractor to adequately protect the public from injury or unnecessary inconvenience due to the construction operations. When traffic is to be interrupted or detoured, adequately equipped and instructed flagmen shall be provided by the contractor as deemed necessary by the contractor.

When, in the opinion of the Engineer, additional traffic control, traffic control devices, placement or removal of material, or any other safety related activities are needed to more adequately protect the public either from injury or from unnecessary inconvenience attributable to the construction operations, the contractor shall carry out such additional safety precautions as are directed by the Engineer.

Payment to the contractor for all costs incurred by him in conforming to this section and paragraph SC-18 - Maintaining Traffic, shall be considered as included in payment for other items of work and no additional special payment will be made therefore.

SC-11 Inspection, Licenses, and Permits

The contractor shall possess such state and local licenses as are required by law and shall furnish satisfactory proof to the Engineer upon request that such licenses are in effect during the entire period of the contract. The contractor shall obtain a current City of Ridgecrest Business License prior to start of work.

SC-12 Damage to Facilities Prior to Acceptance

Any facilities installed under this contract which are damaged prior to City acceptance shall be replaced by the contractor at his expense with materials approved by the City. The contractor shall be charged for any such material furnished by the City.

SC-13 Precedence

Where types or classes of work not covered in these specifications must be performed, the work shall be done in accordance with the latest revised appropriate standards designated by the Engineer. The Engineer shall determine the appropriateness and applicability of the specifications to be applied. The utilization of all the materials shall be in accordance with the manufacturer's recommendations except where otherwise specified.

SC-14 Investigation of Site

Each bidder shall study the plans and specifications and investigate the site of the work. He shall determine the actual conditions and requirements of the work, character, and amount of all necessary classes of labor and materials that may be required and all circumstances and conditions that affect the cost of the work. He shall include in his bid price any and all expenses or cost that may be necessary to complete the project in accordance with the requirements of this contract. The bidder hereby certifies that he has examined the local conditions, has read each and every clause of the specifications and agrees that if he is awarded the contract he will have no claim against the City based upon ignorance of the local conditions or misunderstanding of the provisions of the contract or specifications.

SC-15 Lines, Grades, and Locations

The Contractor will conduct initial survey to establish the alignment stationing and grades of the work. The contractor will at his expense establish and restore any of the initial survey points so furnished by the Contractor which may have been destroyed, lost, or obliterated after their initial establishment.

SC-16 Water

Water required by the contractor for construction purposes shall be furnished by the Indian Wells Valley Water District at contractor expense and the contractor shall conform to all rules and regulations of said District.

SC-17 Private Property Improvements

All improvements on private property shall be preserved where possible; however, the replacement of landscaping, fencing, concrete, and other private improvements will be the responsibility of the contractor and will be required unless otherwise shown on the plans.

SC-18 Maintaining Traffic

Attention is directed to Section 7-10 of the Standard Specifications. The contractor will be required to furnish the City a work schedule sufficiently detailed so that the City may ascertain therefrom what effect the contractor's proposed construction program will have on traffic through the construction area. The contractor's plan for traffic shall be approved by the Engineer.

The contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. Temporary approaches at private driveways shall be provided as needed and when ordered by the Engineer and shall be kept in good condition. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the contractor's expense.

General Traffic Control Requirements

1. The contractor shall submit a traffic control plan for approval prior to beginning work.
2. Contractor shall provide all necessary detour signs, warning signs, safety devices, and flagmen as required for the benefit and safety of the traveling public.
3. Contractor shall assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.
4. Contractor shall assure that residents of residential properties adjacent to the work are afforded reasonable and safe access to their property, and that overnight parking of their vehicles on such property is not restricted except when suitable on-street parking is available.

SC-19 Equipment Staging

The contractor may stage equipment at the City Yards at 636 W. Ridgecrest Blvd. All equipment shall have plastic tarps placed beneath them. Any debris left behind from the equipment shall be cleaned up daily. Any damage to the existing roadway from the equipment shall be restored to its original condition. Staged equipment shall have adequate delineation placed around it.

SC-20 Utility Adjustment and Relocations

The contractor is responsible to notify all utility companies regarding any required utility relocations whether or not they are shown on the plans. The contractor shall notify the utility company with enough advance warning to coordinate the adjustment to not interfere with the contractor's operations.

SC-21 Working Hours and Days

The contractor must perform all major operations and major work tasks Monday through Thursday. If any work is performed on Friday by the contractor, the work tasks must be minor as defined in section SC-22.

SC-22 Major Work Tasks and Minor Work Tasks

Major work tasks include sawcuts, demolition, construction, trenching, excavations, removals, grading, compaction, or any other task deemed a ‘major task’ by the site engineer.

Minor work tasks include traffic control, clean up, and any other task deemed a ‘minor task’ by the site engineer.

SC-23 24-Hour on Call

The contractor shall be on call 24-hours for the site engineer.

SECTION IV - CONSTRUCTION SPECIAL PROVISIONS

STANDARD SPECIFICATIONS AND STANDARD PLANS

Where the term "Standard Specifications" is used, it refers to the Standard Specifications of the California Department of Transportation, 2010 edition. "Standard Plans" means the Standard Plans of the same Agency, 2010 edition.

AMENDMENTS TO 2010 STANDARD SPECIFICATIONS

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

The revisions that apply to this project are dated: **July 27, 2012**

A copy of the current amendments is available at http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/updates/2010_stds_2012-07_updates/

8-1.01 AGENCY FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials MAY be furnished to the Contractor, at the discretion of the :

NONE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better

on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate (C3S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

8-2.02 ASPHALTS

SECTION 92 ASPHALTS

(Issued 01-20-12)

92-1.01 DESCRIPTION

Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

92-1.02 MATERIALS

GENERAL

Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpm/fpmcoc.htm>

Transport, store, use, and dispose of asphalt safely.

Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

GRADES

Performance graded (PG) asphalt binder is PG 70-10 (see table below):

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % ^b	T 44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa Maximum G*/sin(delta), kPa	T 315	58 1.00 2.00	64 1.00 2.00	64 1.00 2.00	64 1.00 2.00	70 1.00 2.00
RTFO Test, ^c Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R 28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- Use as asphalt rubber base stock for high mountain and high desert area.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder ^a

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
Original Binder				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % ^b	T 44 ^c	98.5	98.5	98.5
Viscosity at 135°C, ^d Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test , Mass Loss, Maximum, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery ^f , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV ^g Aging, Temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*·sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

- a. Do not modify PG Polymer Modified using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Department allows ASTM D 5546 instead of AASHTO T 44
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- f. Tests without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

SAMPLING

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system

or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device. Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
3. Maintained in good condition

Replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

CITY'S QUALITY ASSURANCE PROGRAM

- a. The City's Quality Assurance Program is included in Appendix A.
- b. The City shall provide a private consultant Materials Laboratory to perform Acceptance Testing on this project, per the City's Quality Assurance Program. The contractor shall coordinate the required testing per the QAP with the City's Materials Lab.

SURVEILLANCE BY THE ENGINEER

- a. All items of material and equipment shall be subject to surveillance by the ENGINEER at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical SPECIFICATIONS and PLANS. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the ENGINEER at the site for the same purpose.
- b. Surveillance by the ENGINEER does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

NONCOMPLIANCE

- a. The ENGINEER will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the ENGINEER or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the CONTRACT provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the ENGINEER, the ENGINEER may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

10-1.01 GENERAL

The Contractor's attention is directed to Section 8-1.10, Utility and Non-Highway Facilities, and Section 15-1.02, Preservation of Property, of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Sections 7-1.11 and 7-1.12 of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. A copy of this notification letter must also be sent to the Engineer of Record: *Helt Engineering Inc., 2930 Union Avenue, Bakersfield, CA 93305*, and **City Engineer**. Contractor shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing Cold Planing, Heater Scarification, and Paving operations of the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the City of Ridgecrest Police Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted as specified on the PLANS.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

10-1.02 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

10-1.03 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe

performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 45 kg or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefor.

10-1.04 CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Flashing barricades must be used for areas to be protected (shoulder drop offs, non-drivable work zones, etc.) at night and on weekends. Flashing barricades shall be in good condition and operational at all times. The contractor shall take care to ensure that the barricades stay upright, maintain their correct positioning and stay in operational order throughout the duration of the job. If the barricades are not maintained as described, and if the contractor does not immediately remedy the situation upon notification, City crews will fix the situation and costs associated with this work will be deducted from contractor payment.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert-
Northern California (USA)

Telephone: 1 (800) 227-2600

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the

direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in the lump sum price paid for TRAFFIC CONTROL/CONSTRUCTION AREA SIGNS and no additional compensation will be allowed therefor.

10-1.05 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the City Engineer a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the Police Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services, and the California Highway Patrol. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work.

The Contractor shall notify in writing all residents, commercial establishments and others affected by the construction, 5 days prior to the beginning of construction.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer, Director of Public Works and the Chief of Police, his proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the Resident Engineer (Helt Engineering Inc., 2930 Union Avenue, Bakersfield, CA 93305), the City Police, Fire and County Fire Departments, and Sheriffs Department of his proposed construction schedule.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 1.8 m (6 ft) of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5-meter (24-ft) intervals to a point not less than 7.5 m (24 ft) past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA)

(SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 1200 mm x 1200 mm (48in x 48in) in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one traffic lane, not less than 11 ft wide, shall be open for use by public traffic in each direction of travel.

The contractor shall provide a traffic control plan for approval prior to beginning work on the project.

Full compensation for performing all of the work required under these Special Provisions shall be paid under the lump sum bid item for TRAFFIC CONTROL/CONSTRUCTION AREA SIGNS and no separate payment shall be made therefore.

10-1.07 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications.

10-1.08 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Notice to Property Owners and Tenants: The Contractor shall give a written notice to all property owners adjacent to and affected by his work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his operations.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

10-1.09 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m (5ft) outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the

highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Full compensation for demolition, removal, relocation, and disposal of the facilities as directed and specified herein shall be considered as included in the contract VEGETATION REMOVAL/ RELOCATION; SITE GRADING & COMPACTION; CUT / FILL & HAUL OFF EXCESS MATERIAL and no additional compensation will be allowed therefore. Vegetation to include cactus plants.

10-1.10 UTILITIES

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

10-1.11 PEDESTRIAN ACCESS

Pedestrian access shall be maintained on all existing crosswalks and all existing wheelchair ramps during construction. If the Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore

10-1.12 RELOCATE ROADSIDE SIGNS

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

Existing roadside signs and posts, at locations shown on the plans, shall be removed, left in place, relocated, or salvaged as shown on the plans or as directed by the Engineer.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized metal posts as directed by the Engineer.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for relocating or removing existing roadside signs or for furnishing and installing new roadside signs shall be considered as included in the contract unite price paid for RELOCATE EXISTING STREET SIGN ON SQUARE POST PER PLANS and no additional payment will be made therefore.

10-1.13 REMOVE CONCRETE

Concrete, designated on the plans to be removed, shall be removed and disposed of.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a full depth with a power driven saw before concrete is removed.

The concrete shall be removed in such a manner that the surfacing which is to remain in place is not damaged. The concrete shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for removing concrete curb and gutter shall be considered as included in the contract linear foot price paid for SAWCUT, DEMOLISH, & REMOVE CONCRETE CURB, GUTTER, AND CURB APRON and no separate payment will be made therefore.

Full compensation for removing concrete sidewalk, drive approach, and driveway shall be considered as included in the contract square foot price paid for SAWCUT, DEMOLISH, & REMOVE SIDEWALK / DRIVE APPROACH / DRIVEWAY and no separate payment will be made therefore.

10-1.14 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches (750 mm) in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 1.75 in (45 mm) will not be allowed between adjacent lanes open to public traffic.

When transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the planed area.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project or shall conform to the material requirements for minor HMA. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall become the property of the contractor and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold

planed material shall be concurrent with planing operations and follow within 50 feet (15 m) of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square foot for Sawcut, Cold-Plane / Demolish, & Remove Asphalt Concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the HMA for and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer. It shall also include the work associated with the breaking up additional pieces of asphalt that are left behind after the cold-planing operations.

10-1.15 REMOVE AND DISPOSE OF EXISTING ROADWAY SURFACE

Existing roadway surface, where shown on the plans to be removed, shall be removed. Prior to removing the roadway surface, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to full depth. The roadway surface shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The removed roadway surface shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The contract price paid for removal of the existing roadway surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the roadway surface and disposing of the removed material, including all costs of hauling, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Payment for removal and disposal of the existing roadway surface shall be made under the heading of SAWCUT, COLD-PLANE / DEMOLISH, & REMOVE ASPHALT CONCRETE and no additional allowance will be allowed therefore.

NOTE: EXISTING AC, CONCRETE, AND EXCESS DIRT SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY OF AND/OR KERN COUNTY HAZ/MAT CONTRACTOR MUST SUBMIT. ROADWAY GRINDINGS MAY BE USED WHERE NOTED ON PLANS. CONTRACTOR TO PROVIDE PROOF OF ACCEPTABLE DISPOSAL LOCATION PRIOR TO RECEIVING NOTICE TO PROCEED. Full compensation for disposing of obliterated material shall be considered as included in the contract SAWCUT, COLD-PLANE / DEMOLISH, & REMOVE ASPHALT CONCRETE and no separate payment will be made therefore.

10-1.16 EARTHWORK & SUB-GRADE

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and the preliminary soils report in these provisions.

Sub-grade shall be prepared in accordance with Section 26-1.03 of the Standard Specifications. The top 12" of sub-grade and existing Aggregate Base as shown on plans to be compacted to 95% relative density and tested with California Test 216 or ATSM test method (current edition) D1557. One compaction test shall be taken in each lane direction at least every 250 feet and/or at locations designated by the Engineer.

Unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas shall be excavated and disposed of as directed by the Engineer. Unsuitable material is defined as material the Engineer determines to be:

- (a) Of such unsuitable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
- (b) Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to

- (c) incorporation into the work; or
- (c) Otherwise unsuitable for the planned use.

The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable. The removal and disposal of such unsuitable material will be considered as part of the cost of the roadway excavation for the quantities involved and no other compensation for payment will be allowed. When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Payment for Sub-Grade and existing Aggregate Base scarification and re-compaction shall be made by the contract Lump Sum item for GRADING AND COMPACTION. The City will pay for all of the initial compaction testing. The cost to retest a failed test(s) will be deducted from payment to the Contractor.

10.1-17 CLASS II AGGREGATE BASE

The new Class II Aggregate Base incorporated into the project shall conform to Section 26 of the Standard Specifications. This work shall consist of furnishing, spreading and compacting aggregate bases as specified in the Standard Specifications, to the limits and section as shown on the plans. Aggregate base shall meet the specification of Class 2 Aggregate Base, or equivalent (State of California Standard Specifications, Section 26). Aggregate base shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM Test Method D1557.

The City will pay for the initial compaction testing of Class II Aggregate Base. The costs to retest a failed test(s) will be deducted from payment to the Contractor.

Class II Aggregate Base shall be paid for at the Contract unit price per ton. Said price includes full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work involved in constructing the Class II aggregate base complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.18 HOT MIX ASPHALT CONCRETE

Hot mix asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Hot Mix Asphalt Concrete," of the amended Standard Specifications and these special provisions.

The producing and placing of hot mix asphalt (HMA) shall comply with Section 39 "Hot Mix Asphalt", of the Caltrans Standard Specifications. The HMA construction process shall be: **Standard**; per Section 39-2 "Standard" of the Standard Specifications.

The grade of asphalt binder to be mixed with aggregate for Type B asphalt concrete shall be PG Grade 70-10 and shall conform to the provisions in "Asphalt" of these special provisions. The use of reclaimed asphalt pavement (RAP) will not be permitted for this job.

The aggregate for Type B asphalt concrete shall conform to the 1/2 inch gradation and quality specified in Section 39-1.02E, "Aggregate," of the Standard Specifications as outlined below:

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	95–99	TV ± 6
3/8"	75–95	TV ± 6
No. 4	55–66	TV ± 7
No. 8	38–49	TV ± 5
No. 30	15–27	TV ± 4
No. 200	2.0–8.0	TV ± 2

HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

The contractor shall prepare a mix design and submit a job mix formula as described in section 39-103 of the Standard Specifications and in compliance with:

Aggregate Quality

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	California Test 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min.) (Passing no. 4 sieve and retained on no. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	California Test 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Sand equivalent (min.) ^a	California Test 217	47	42	47	--
Fine aggregate angularity (% min.) ^b	California Test 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10	10	10	10

^a Reported value must be the average of 3 tests from a single sample.

^b The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

HMA Mix Design Requirements

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--
		15.0	15.0	--
		14.0	14.0	18.0–23.0 ^a
		13.0	13.0	18.0–23.0 ^a
Voids filled with asphalt (%) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	76.0–80.0	76.0–80.0	Note c
		73.0–76.0	73.0–76.0	
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
Dust proportion No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.9–2.0	0.9–2.0	Note c
		0.6–1.3	0.6–1.3	
Stabilometer value (min.) ^b No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--
		37	35	23

^a Voids in mineral aggregate for RHMA-G must be within this range.

^b California Test 304, Part 2.13.

^c Report this value in the JMF submittal.

Report the average of 3 tests. If the range of stability for the 3 briquettes is more than 8 points, prepare new briquettes and test again. The average air void content may vary from the specified air void content by ± 0.5 percent.

TACK COAT

Tack coat shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Tack coat shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt.

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

HMA Overlay over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If you dilute asphaltic emulsion, mix until homogeneous before application. Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

ATMOSPHERIC CONDITIONS AND PAVING SCHEDULING

The contractor shall check the NWS forecast three days prior to planned paving activities at the website below:

<http://www.wrh.noaa.gov/forecast/wxtables/index.php?lat=35.62&lon=-117.68>

If the forecast wind speed during the planned hours of paving operations are in excess of 15 MPH and/or the forecasted high temperature is below 80°F the contractor shall reschedule the paving operations until the above criteria are forecast three days in advance of the planned paving operations except if prior approval is obtained by the City Engineer.

Spread HMA only if atmospheric and surface temperatures are as indicated below and are rising:

Minimum Atmospheric and Surface Temperatures

Compacted Layer Thickness, feet	Minimum Atmospheric and Surface Temperatures			
	Atmospheric, ° F		Surface, ° F	
	Unmodified Asphalt Binder	Modified Asphalt Binder ^a	Unmodified Asphalt Binder	Modified Asphalt Binder ^a
< 0.15	80	80	80	80
0.15 – 0.25	80	80	80	80

Note:

^a Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:

- 1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
 - 1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
 - 1.3. Finish compaction before the surface temperature drops below 150 °F
2. Modified asphalt binder, complete:
- 2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
 - 2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
 - 2.3. Finish compaction before the surface temperature drops below 140 °F

Do not pave HMA on a wet pavement or frozen surface.

TRANSPORTING SPREADING AND COMPACTING

Spreading and compaction of HMA shall conform to Section 39-1.10 “Spreading And Compacting Equipment,” and Section 39-1.11 “Transporting, Spreading, and Compacting,” of the Standard Specifications.

Spreading And Compacting Equipment

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

Transporting, Spreading, and Compacting

Do not pave HMA on wet pavement or a frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer.

Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders.

Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
 - 3.1. Asphalt concrete surfacing replacement areas

- 3.2. Leveling courses
- 3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 °F.

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-1.02C(4)(c). Keep traffic off the pavement until spreading sand is complete.

SMOOTHNESS

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

ENGINEER'S ACCEPTANCE

The City may sample for acceptance testing and tests for:

HMA Acceptance—Standard Construction Process

Quality characteristic	Test method	HMA type						
		A	B	RHMA-G	OGFC			
Aggregate gradation ^a	California Test 202	JMF ± tolerance ^c						
Sieve						3/4"	1/2"	3/8"
1/2"						X ^b		
3/8"							X	
No. 4								X
No. 8						X	X	X
No. 200	X	X	X					
Sand equivalent (min) ^d	California Test 217	47	42	47	--			
Asphalt binder content (%)	California Test 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50			
HMA moisture content (%), max)	California Test 226 or 370	1.0	1.0	1.0	1.0			
Percent of maximum theoretical density (%) ^{e, f}	California Test 375	91–97	91–97	91–97	--			
Stabilometer value (min) ^{d, g} No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--			
		37	35	23	--			
Air void content (%) ^{d, h}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--			
Percent of crushed particles Coarse aggregate (%), min) One fractured face Two fractured faces Fine aggregate (%), min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90			
		75	--	90	75			
		70	20	70	90			
Los Angeles Rattler (%), max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12			
		45	50	40	40			
Fine aggregate angularity (%), min)	California Test 234	45	45	45	--			
Flat and elongated particles (%), max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	76.0–80.0	76.0–80.0	Report only	--			
		73.0–76.0	73.0–76.0					
		65.0–75.0	65.0–75.0					
		65.0–75.0	65.0–75.0					
Voids in mineral aggregate (% min) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--			
		15.0	15.0	--	--			
		14.0	14.0	18.0–23.0 ^j				
		13.0	13.0	18.0–23.0 ^j				
Dust proportion ⁱ No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.9–2.0 0.6–1.3	0.9–2.0 0.6–1.3	Report only	--			

Smoothness	Section 39-1.12	12-foot straight-edge, must grind, and PI_0	12-foot straight-edge, must grind, and PI_0	12-foot straight-edge, must grind, and PI_0	12-foot straight-edge and must grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in section 39-1.02E.

^d The Engineer reports the average of 3 tests from a single split sample.

^e The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375, except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

^f The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^g California Test 304, Part 2.13.

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ Report only if the adjustment for the asphalt binder content TV is less than or equal to ± 0.3 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form.

^j Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Department tests the density core you take from each 250 tons of HMA production. The Department determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Department determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications using the reduced payment factors shown in the following table:

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B and RHMA-G percent of maximum theoretical density	Reduced payment factor	HMA Type A and B and RHMA-G percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

Immediately after completion of final compaction of the finished HMA, the contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4" length piece of 3" wide, reflectorized white foil tape shall be placed at approximately 20 ft. on center for lane delineation, and two 4" length pieces of 3" wide yellow reflectorized foil tape shall be placed parallel and 3" apart to delineate no passing line.

Hot mix asphalt (HMA) shall be paid for at the Contract unit price per ton under the bid item Type B Hot Mix Asphalt Concrete. Said prices includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the hot mix asphalt concrete complete in place along with any necessary repairs, including pavement tie-ins, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.19 CONCRETE CURBS, DRIVE APPROACHES, AND SIDEWALKS

This work shall consist of constructing concrete curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps (wheelchair ramps), and driveways, of the form and dimensions shown on the PLANS, and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

This work shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," except as follows:

1. The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case shall the maximum size be larger than one inch nor smaller than $\frac{3}{8}$ -inch.
2. The cement content of the minor concrete for sidewalks and curb ramps shall be not less than 463 pounds per cubic yard ("Kern County Class B"), except that when extruded or slip-formed curbs are constructed using $\frac{3}{8}$ -inch maximum size aggregate, the cement content shall be not less than 548 pounds per cubic yard.
3. Concrete for curb and gutter shall be "Kern County Class A", 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cement per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches

Curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps and driveways shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver, and sidewalks, not on structures, may be constructed by using a slip-form paver.

Where the PLANS provide for the reconstruction of a portion of an existing curb, gutter, sidewalk, driveway or curb ramp the existing section and the adjacent street paving shall be sawcut to full depth of the existing structure, with an abrasive type saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb, gutter, sidewalk, driveway or curb ramp shall join the old work at this line. Dirt behind new curb, gutter, and/or sidewalk shall be leveled and compacted.

Quantities of minor concrete shown in the Engineer's Estimate, in curb ramps will be paid for at the contract price per individual items. Driveways and drive approaches and drive approach walk-arounds will be paid for at the contract price per square foot under the bid item Install Drive Approach / Driveway / Walk-Around, and no separate payment will be made therefore. Curbs, gutters, gutter depressions, and island paving will be paid for at the contract price per linear foot under bid item Install Curb & Gutter / Concrete Tie-in. Sidewalks will be paid at the contract price per square foot under bid item Install Sidewalk per Plans.

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment, and incidentals, and for doing all the work involved in constructing curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps and driveways, complete in place, including subgrade preparation, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer. The City will pay for the initial compaction testing of the Native Soil. The costs to retest a failed test(s) will be deducted from payment to the Contractor.

10-1.20 MISCELLANEOUS DRAINAGE FACILITIES

This item shall consist of *miscellaneous drainage facilities including cross gutters (x-gutters), drain pipe, manholes, entrance structures, and catch basins* constructed in accordance with these Special Provisions at the specified locations in accordance with the dimensions, lines and grades as shown on the PLANS.

The Contractor shall provide test results and manufacturer's certificates of compliance for prequalification of all materials used in this subsection.

CONCRETE. Plain and reinforced concrete shall meet the requirements of Section 90, "Portland Cement Concrete", of the Standard Specifications, except as modified herein. Concrete shall be "Kern County Class A", 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cement per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches.

REINFORCEMENT. Reinforcement shall conform to the provisions in Section 52, "Reinforcement" of the Standard Specifications.

DRAIN PIPE. If type is not specified on the PLANS, drain pipe shall be Class IV reinforced concrete pipe conforming to Section 65 "Reinforced Concrete Pipe", of the Standard Specifications, PVC Drain Pipe, or corrugated polyethylene with smooth interior wall and conforming to AASHTO M 294 requirements.

~~Reinforced concrete pipe and corrugated polyethylene pipe shall be rated for H-20 loading with 1 foot of cover.~~

CATCH BASINS, CROSS GUTTER, AND MISCELLANEOUS DRAINAGE STRUCTURES. Catch basins, cross gutters, and other miscellaneous drainage structures shall conform with the details shown on the PLANS. Catch basins may be cast-in-place or precast. Catch basins shall be equipped with base and extenders as needed and shall be supplied with galvanized frames and grates, rated for H-20 loading. Catch basin modifications shall include adjusting existing catch basins to grade, modification of existing catch basins to accept new pipe, or other modifications as shown on the PLANS. New H-20 rated galvanized frames and grates shall be provided when existing grate elevations are modified.

PREPARING SUBGRADE. Excavation shall be made to the required width and depth, and the subgrade upon which the item is to be built shall be compacted to a firm uniform grade. All soft and unsuitable material shall be removed and replaced with suitable approved material. When required, a layer of approved granular material, compacted to the thickness indicated in the PLANS, shall be placed to form a subbase. The underlying course shall be checked and accepted by the Engineer before placing as spreading operations are started.

PLACING CONCRETE. The forms and the mixing, placing, finishing, and curing of the concrete shall conform to the requirements of Section 90, "Portland Cement Concrete", of the Standard Specifications and shall be in accordance with the following requirements.

The concrete shall be tamped and spaded until it is consolidated and mortar entirely covers and forms the top surface. The surface of the concrete shall be floated smooth and the edges rounded to the radii shown on the PLANS. Before the concrete is given the final finishing, the surface shall be tested with a 10-foot straightedge, and any irregularities of more than 1/4-inch in 10 feet shall be eliminated.

The concrete shall be placed with dummy-grooved joints not to exceed 15 feet apart, except where shorter lengths are necessary for closures, but no section shall be less than 4 feet long.

Expansion joints of the type called for in the PLANS shall be constructed to replace a dummy groove at spacings of approximately 30 feet or as shown on the PLANS. When the gutter is placed next to concrete pavement, expansion joints in the gutter shall be located opposite expansion joints in the pavement. When the gutter abuts a pavement or other structure, an expansion joint shall be placed between the gutter and the other structure.

Forms shall not be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing 1-part cement and 2-parts fine aggregate.

The operations of depositing, compacting, and finishing the item shall be constructed so as to build a satisfactory structure. If any section of concrete is found to be porous, other than minor defects which may be plastered, or is otherwise defective, it shall be removed and replaced by the Contractor without additional compensation.

BACKFILLING. After the concrete has set sufficiently, the spaces adjacent to the structure shall be refilled to the required elevation with material specified on the PLANS and compacted by mechanical equipment to at least 95 percent of the maximum density as determined by ASTM D 1557. The in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2157. In paved areas, the pavement shall be replaced to a depth equal to the existing or as shown on the PLANS.

INSTALLING PIPE. Pipe shall be located as indicated on the PLANS. Installation shall be in conformance with Section 65 "Reinforced Concrete Pipe", of the Standard Specifications, unless otherwise shown on the PLANS.

The quantity of catch basins and outlet/inlet structures to be paid for shall be each unit installed and accepted as shown on the PLANS. Storm drainpipe shall be measured per linear foot. Pipe measurement shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. No separate measurement will be made for flared end sections or catch basin aprons.

~~Payment shall be made at the Contract price per each SIDEWALK UNDER DRAIN, per linear foot for each type of drainpipe, and by the square foot for each cross gutter / curb return and apron. Said payment shall include excavation, backfill and full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the concrete work, complete in place, as shown on the PLANS. No separate payment shall be made for flared end sections or catch basin aprons. All costs for flared end sections shall be included in the price paid for storm drainpipe. Catch basins, inlet, and outlet structures shall be paid for under the appropriate per each item.~~

Payment for the cross gutter is included in the price per square foot of bid item Install 8" Thick Concrete Curb Apron & Cross Gutter, which shall include excavation, backfill and full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the concrete work, complete in place, as shown on the PLANS. No separate payment shall be made for flared end sections or catch basin aprons.

10-1.21 ROADSIDE SIGNS

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized standard galvanized square tube posts as directed by the Engineer.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for relocating or removing existing roadside signs or for furnishing and installing new roadside signs and posts shall be considered as included in the contract per each price paid for RELOCATE STREET SIGN ON SQUARE POST PER PLANS and no additional payment will be made therefore.

10-1.22 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

This work shall consist of painting traffic stripes (traffic lines) and pavement markings, including applying glass beads, in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

Glass beads shall conform to State Specification No. 8010-004 (Type II).

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m⁻² lx⁻¹. Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m⁻² lx⁻¹.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Traffic stripes shall be per CALTRANS standards as noted on the plans. Markings shall be per stencils provided by the City.

Contractor to place street centerline striping, lane line striping, limit lines, directional arrows and crosswalks as shown on the plans in two coats at the application rates specified in the Standard Specifications.

Any existing pavement striping and markings indicated on the plans to remain unmodified, which are destroyed by the Contractor shall be replaced by the Contractor. Payment for such items shall be included in the various items of work and no separate payment will be made therefore.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety", of the Standard Specifications.

Payment for this item of work shall be made by the contract Lump Sum item for REMOVE / INSTALL STREET MARKINGS & STRIPING PER PLANS, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and painting traffic stripes (regardless of the number, widths and patterns of individual stripes involved in each traffic stripe) and pavement markings including establishing alignment for stripes and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer; and no additional allowance will be allowed.

~~10-1.23~~ ADJUST FRAME AND COVER TO GRADE

~~Frames and covers of existing manholes shall be adjusted to final finished grade in accordance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications, these special provisions, and the City Standards.~~

~~RAISING EXISTING BRICK MANHOLES~~

~~Brick manholes to be raised less than 1 foot may be extended vertically, provided that at a depth of 2 1/2 feet below the top of the manhole at its new elevation, the inside diameter of the manhole is 30 inches or greater.~~

~~Brick manholes to be raised less than 3 1/2 inches may be raised by applying Class "D" mortar to the top of the existing brickwork. If the brick manhole is to be raised 3 1/2 inches or more, a new course or courses of brickwork shall be placed on top of the existing brickwork.~~

~~Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted manholes.~~

~~LOWERING EXISTING BRICK MANHOLES~~

~~Where a brick manhole is to be lowered less than 1 foot the frame may be reset on the existing brickwork and the 40 in. minimum brickwork reconstruction omitted, provided that the base of the frame does not overhang the brickwork on the inside surface of the manhole more than an average of 1 1/2 in. in any quadrant nor more than 2 in. at any point.~~

~~RAISING EXISTING PRECAST CONCRETE MANHOLES~~

~~Precast concrete manholes to be raised less than 3 inches may be raised by applying Class "D" mortar to the top of the existing manhole, provided the total height of mortar, existing and newly applied, does not exceed 3 inches.~~

Where the precast concrete manhole is to be raised 3 inches or more, or where the total height of the mortar existing and newly applied, would exceed 3 inches, grade rings shall be utilized. Class "D" mortar may be used for final adjustment, but not more than 3 inches in height. Where raising the manhole would result in the upper segment of the shaft being more than 30 inches in height, remove the reducer and the upper segment of the shaft. Install additional rings or pipe to the lower segment of the shaft, and reinstall the reducer and grade rings as required.

Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted manholes.

LOWERING EXISTING PRECAST CONCRETE MANHOLES

Remove sufficient grade rings to lower the manholes as required. Apply Class "D" mortar to a height not exceeding 3 inches for adjustment to final grade.

Where removal of grade rings would result in the upper segment of the shaft being less than 12 inches in height, remove the reducer and sufficient sections of the lower segment of the shaft and reinstall any necessary segment of the lower shaft, the reducer, and the grade rings to conform to the requirements of this plan.

Existing grade rings need not be removed if existing mortar is removed, and at least 1 1/2 inches of mortar may be replaced on top of the existing grade rings to reseal the frame.

Existing manhole frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Full compensation for furnishing new cast iron frame and cover for sewer and drainage manholes shall be considered as included in the Contract price paid for ADJUST MANHOLE TO GRADE and no additional allowance will be allowed.

Adjusting existing sewer and drainage manholes frame and cover will be paid for at the Contract unit price EACH for ADJUST MANHOLE TO GRADE, which price shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in adjusting the manhole including pre lowering, complete with concrete pad, including excavation and saw cutting pavement at the periphery of the square PCC pad.

10-1.24 ADJUST SURVEY MONUMENT

Existing frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Existing survey monuments to remain undisturbed, if disturbed, contractor to be responsible for the resetting of monuments by qualified individual.

Full compensation for furnishing new cast iron frame and cover for survey monuments, and resetting of survey monuments if needed shall be considered as included in the Contract price paid for adjusting manhole and no additional allowance will be allowed therefore

Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted monument or valve.

Adjusting existing survey monument will be paid for at the Contract price for ADJUST SURVEY MONUMENT TO GRADE, which price shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in adjusting the survey monument, complete with concrete pad, including excavation and saw cutting pavement at the periphery of the square PCC pad. Due to the possibility of non-existent survey monuments, or monuments encasements which may be below the existing pavement and therefore not visible, all probable survey monument locations have been shown on the plans and accounted for in the Engineers Estimate and the Bidding Schedule of this contract. Contractor shall be paid the contract unit cost for each survey monument adjustment, actually adjusted and no adjustment of said contract unit cost will be allowed due to increase or decrease in the quantity of survey monuments adjusted.

10 1.25 SLURRY SEAL

Slurry seal shall be **Type III** and shall conform to the provisions in Section 37-3 "Slurry Seal" of the amended Standard Specifications and Special Provisions.

Aggregate must have the following gradation as determined under California Test 202:

Aggregate Grading			
Sieve sizes	Percentage passing by aggregate type		
	I	II	III
3/8"	--	100	100
No. 4	100	94-100	70-90
No. 8	90-100	65-90	45-70
No. 16	60-90	40-70	28-50
No. 30	40-65	25-50	19-34
No. 200	10-20	5-15	5-15

Aggregate must be rock dust or sand such as plaster sand. Aggregate larger than the no. 50 sieve must be 100 percent crushed rock. Aggregate must be free from vegetable matter, deleterious substances, caked or clay lumps, and oversized particles.

The aggregate shall also conform to the following quality requirements:

Aggregate Quality				
Quality characteristic	Test method	Specification by aggregate type		
		I	II	III
Sand equivalent, min	California Test 217	45	55	60
Durability index, min	California Test 229	55	55	55

PLACING:

The slurry mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.

Slurry seal shall not be placed when the atmospheric temperature is below 50° F or during unsuitable weather.

Before placing the slurry seal, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

When there is a contract item of asphaltic emulsion to be used for paint binder, the pavement surface shall be coated with an SS or CSS grade asphaltic emulsion mixed in the proportion of one part of emulsion to 3 parts of water. The mixture shall be applied at the approximate rate of 0.08-gallon to 0.15-gallon per square yard. The exact rate will be determined by the Engineer.

Slurry seal shall be spread at a rate within the following ranges in pounds of dry aggregate per square yard. The exact rate will be determined by the Engineer. The completed spread shall be within 10 percent of the rate determined by the Engineer.

Type of Aggregate	Ranges
I	8 - 12
II	10 - 15
III	20 - 25

The contract price for slurry seal shall include shall be included in the bid item for Type III Slurry Seal per Square Foot. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, complete in place, including testing for and furnishing the mix design, cleaning the surface, furnishing added water and set-control additives, mixing water with asphaltic emulsion for coating the pavement, and protecting the seal until it has set, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

10 1.26 CHAIN LINK FENCE

A. General

This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications and the details shown on the plans.

B. Materials

FABRIC. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A 392, Class 2.

POSTS, RAILS AND BRACES. Posts, rails, and braces furnished for use in conjunction with zinc-coated, zinc-5% aluminum mischmetal alloy coated, or aluminum-coated steel fabric shall be of zinc-coated steel, zinc/polymer-coated steel, or zinc- 5% aluminum mischmetal alloy coated steel framework. Those furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy.

Line posts, rails, and braces shall be galvanized steel pipe conforming to the requirements of ASTM F 1083.

Post, rails, and braces shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B 117 as follows:

Exterior: 1,000 hours with a maximum of 5% red rust.

Interior: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Fed. Spec. RR-F-191/3.

WIRE TIES AND TENSION WIRES. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A 824.

All material shall conform to Fed. Spec. RR-F-191/4.

MISCELLANEOUS FITTINGS AND HARDWARE. Miscellaneous steel fittings and hardware for use with steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

CONCRETE. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.

MARKING. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy

number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

C. Construction

CLEARING FENCE LINE. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet (61 cm) on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

INSTALLING POSTS. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

INSTALLING TOP RAILS. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

INSTALLING BRACES. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

INSTALLING FABRIC. The wire fabric shall be firmly attached to the posts. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch (25 mm) or more than 4 inches (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

D. Payment

Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings. Price shall include salvaging and reinstalling gates and mailboxes, and connection to existing perpendicular chain link fence. Existing chain link fence relocation will be paid under the bid item Chain Link Fence Relocation, and no separate payment shall be made therefore.

10 1.27 WOOD FENCE

Contractor shall inspect existing wooden fence and relocate wooden fence based on the existing conditions. Existing fence post material shall be used for the relocated fence, or a suitable replacement. Wooden fence design and dimensions (post spacing, post height, etc.) shall match existing wooden fence design and dimensions based on field conditions.

Wood fence payment is included in the lump sum bid item Relocate Wooden Fence. Price shall include salvaging and reinstalling wood posts and connection to existing wooden fence, construction work required for fence relocation, and disposal of excess material.

10 1.28 HANDRAIL

All details and dimensions for Metal Hand Railing and the installation thereof shall conform to the current State of California, Department of Transportation, Standard Specifications for Public Works Construction, and these special provisions.

The contractor shall be responsible for construction of handrailing and the material required thereof. Handrailing elements must be either structural tubing for tubular steel posts or commercial quality standard steel pipe. Tubular steel posts must be round, seamless or welded structural tubing complying with ASTM A 501 and have a wall thickness not less than that of standard steel pipe of the same nominal size. Brackets, bolts, threaded studs, nuts, washers, and other fittings must be commercial quality structural steel, except that standard steel pipe fittings may be used where shown. Mechanical expansion anchors for attaching the railing to supporting concrete members must comply with the specifications for concrete anchorage devices in section 75-1.03A. Railing must be carefully erected true to line and grade. Posts must be vertical within a tolerance not to exceed 0.02 foot in 10 feet and set in sockets or on mortar pads.

Handrail payment will be measured for payment by the linear foot under the bid item Install Handrail Behind Sidewalk. Price shall include purchasing all material and all construction work required for handrail installation.

10-1.29 CONSTRUCTION SURVEY / STAKING

The contractor shall be responsible for any necessary construction survey / staking of the project. Construction survey shall be performed by a licensed land surveyor or qualified and licensed civil engineer. Contractor to provide record drawings stamped by a licensed land surveyor or qualified and licensed civil engineer. The City will provide the electronic drawings or a red line mark-up of the existing plans will be sufficient. Full compensation for construction survey/staking and record drawings shall be included in the Contract price for the lump sum item CONSTRUCTION SURVEY/ STAKING / RECORD DRAWINGS.

10-1.30 DUST CONTROL

Dust control shall conform to the provisions of Section 10 of the Standard Specifications and these Special Provisions. Full compensation for dust control shall be included in the Contract price and no separate payment shall be made therefore.

10-1.31 CONTRACT ITEMS OF WORK

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various

Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

10-1.32 ROADWAY FINISHING

Surplus material, tools and temporary structures shall be removed by the Contractor and all excess dirt, rubbish and excess earth from excavations shall be removed and disposed of by the Contractor at the end of each day. Work site to be left in a safe condition at all times. Payment for roadway finishing to include shoulder backing shall be considered as included in the various items of work and no additional allowance will be allowed therefore. Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway", of the Standard Specifications and these special provisions.

In addition to the conditions, provisions and requirements of Section 22-1.01, "Description", of the Standard Specifications, the following shall apply:

The Contractor shall remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by the Contractor's operations.

The Contractor may use any method, approved by the Engineer that does not create a dust problem to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system shall be used. The Contractor shall water test paved areas for ponding and flow prior to acceptance. Areas requiring mediation will be done at the contractor expense, and approved by the city engineer.

10-1.33 PAYMENT

The method of payment for each item of work is described in Section 9 of the Standard Specifications. Progress payments shall be payment for amount of work completed to about the 25th of each month. All work in not fully completed, but in progress, shall be discussed with the contractor and assessed by the Project Engineer, and shall be paid for on a percentage of completion basis. Progress payments shall be made to the Contractor upon approval of the Resident Engineer and City.

***Due to the potential of lapsing State funds slated for this project, time is of the essence and the contractor shall submit progress payments and final invoice to the City in a timely manner. In order to close out the project a final invoice will need to be submitted correctly no later than March 8, 2013. A separate bid item titled "Prompt Submittal of Invoicing and Other Required Paperwork" has been included to account for the extra effort that will be required to complete expedited invoicing.**